

**DESIGN PROFESSIONAL SERVICES AGREEMENT**  
**PROJECT/CONTRACT NO. 81000927/1587**  
**TODD CREEK FACILITY PLAN UPGRADE**  
**KC WATER DEPARTMENT**  
**CITY OF KANSAS CITY, MISSOURI**

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Burns & McDonnell Engineering Company, Inc. (“Design Professional”). City and Design Professional agree as follows:

**PART I**  
**SPECIAL TERMS AND CONDITIONS**

**Sec. 1. Project description.**

- A. The services to be provided under this Agreement are for the following project (Project) and purpose: The preparation of the Todd Creek Facility Plan Upgrade.

**Sec. 2. Services to be performed by Design Professional.** Design Professional shall perform the following Scope of Services:

- A. Design Professional shall perform Scope of Services listed on **Attachment A**.
- B. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B**.
- C. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- D. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.
- E. City’s General Conditions shall be furnished to Design Professional prior to signing this Agreement. If the General Conditions are modified, City will notify Design Professional. If the Scope of Services performed by Design Professional under this Agreement includes construction phase services, then Design Professional shall perform such additional tasks set forth in the General Conditions, including approval of Change Orders, and shall comply with the limitations set forth in the General Conditions, except as otherwise amended.

**Sec. 3. Term.** Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may reasonably be required for the completion of the services to be provided by Design Professional under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

#### Sec. 4. Compensation and Reimbursables.

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$801,029.00, as follows:
  1. \$ 430,213.00 for the services performed by Design Professional under this Agreement.
  2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used is 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.
  3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$370,816.00. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, outside reproduction of final deliverables, local transportation in the project area, and public outreach materials. Subcontractors office personnel labor costs shall be included in the unit prices for field investigation work.
  4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$ 0.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
  5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule of position classifications and the salary range for each position is included as a part of Attachment C. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by CITY to be necessary, as the work progresses.
  6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

#### B. Method of Payment.

Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachment A** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in

**Attachment A.** City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of offset until such time as the exact amount of damages due City from Design Professional may be determined.
2. No request for payment will be processed unless the request is in proper form, correctly computed, accompanied by a monthly status report, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
3. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.

**Sec. 5. Notices.** All notices required by this Agreement shall be in writing and sent to the following:

**City:**

**KC WATER**

D. Matt Bond, Deputy Director  
4800 E. 63<sup>rd</sup> Street, Kansas City, MO 64130  
Phone: (816) 513-0168 Facsimile: (816) 513-0288  
E-mail address: matt.bond@kcmo.org

**Design Professional:**

Burns & McDonnell Engineering Company, Inc.  
Contact: Jeff Keller  
9400 Ward Parkway, Kansas City, MO 64114  
Phone: (816) 333-9400 Facsimile: (816) 333-3690  
E-mail address: jkeller@burnsmcd.com

All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) business days after the date of mailing, whichever is earlier.

**Sec. 6. Merger.** This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and Design Professional with respect to this subject matter.

**Sec. 7. Conflict Between Agreement Parts.** In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Agreement, Part I will be controlling.

**Sec. 8. Responsibilities of City. City shall:**

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.
- D. Provide standard City forms as required.
- E. Provide City – Licensed Geographical Information System Data set forth in **Attachment D**, incorporated into this Agreement.

**Sec. 9. Attachments to Part I.** The following documents are attachments to Part I of this Agreement and are attached hereto and incorporated herein by this reference:

**Attachment A** – Scope of Services

**Attachment B** – Electronic Format Requirements

**Attachment C** – Engineering Fee Summary and Schedule of Position Classifications

**Attachment D** - Licensed Geographical Information System Data

**Attachment E** – HRD Documents

1. 00450 HRD Form 08: Contractor Utilization Plan/Request for Waiver
2. 00450.01: Letter of Intent to Subcontract
3. 00460 HRD Form 10: Timetable for MBE/WBE Utilization
4. 00470 HRD Form 11: Request for Modification or Substitution
5. 01290.14: Contractor Affidavit for Final Payment
6. 01290.15: Subcontractor Affidavit for Final Payment

**Attachment F** – Employee Eligibility Verification Affidavit

**Attachment G** – Non-Construction Subcontractors Listing

**Sec. 10. Documents Incorporated by Reference.** The following documents are not attached to this Agreement but are incorporated into and made a part of this Agreement by this reference:

**Sec. 11. Subcontracting.** Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed **Attachment G**, "Non-Construction Subcontractors Listing" form.

**Sec. 12. Contract Information Management System.** Design Professional shall comply with City's Contract Information Management System requirements. Design Professional shall use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Design

Professional shall maintain user applications to City's provided system for all personnel, subcontractors or suppliers as applicable.

**Sec. 13. Minority and Women's Business Enterprises.** City is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. If M/WBE participation goals have been set for this Agreement, Design Professional agrees to comply with all requirements of City's M/WBE Program as enacted in City's Code Sections 3-421 through 3-469 and as hereinafter amended. Design Professional shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached as **Attachment E**. If Design Professional fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Design Professional's payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the Design Professional acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Design Professional, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

**Sec. 14. Effectiveness; Date.** This Agreement will become effective when the City's Director of Finance has signed it. The date this Agreement is signed by the City's Director of Finance will be deemed the date of this Agreement.

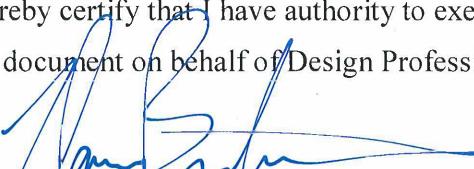
Each party is signing this Agreement on the date stated opposite that party's signature.

**THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS**

**DESIGN PROFESSIONAL**

I hereby certify that I have authority to execute this document on behalf of Design Professional

Date: Tuesday May 26, 2020

By: 

Name: Daniel Bricman

Title: Vice President

**KANSAS CITY, MISSOURI**

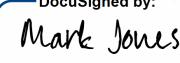
Date: 6/2/2020

By: 

Name: D Matt Bond

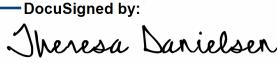
Title: Deputy Director

Approved as to form:

DocuSigned by:  
  
Mark Jones  
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Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

DocuSigned by:  
  
Theresa Danielsen  
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Director of Finance

6/15/2020

Date

## PART II

### STANDARD TERMS AND CONDITIONS

#### Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. **Design Professional's Agents** means Design Professional's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.

3. **City** means City, its Program Manager/Construction Advisor and any of their agents, officials, officers and employees.

B. Design Professional's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City shall be limited to the coverage and limits of General (not Professional) Liability insurance that Design Professional is required to procure and maintain under this Agreement. Design Professional affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price.

C. Design Professional shall defend, indemnify and hold harmless City from and against all Claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Design Professional or Design Professional's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Design Professional is not obligated under this Section to indemnify City for the sole negligence of City.

- D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.
- E. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

#### Sec. 2. Indemnification for Professional Negligence.

Design Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including court costs and reasonable attorneys' fees, to the extent caused by any negligent acts, errors, or omissions of the Design Professional, its officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents, in the performance of professional services under this Agreement. Design Professional is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

#### Sec 3. Insurance.

A. Design Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Design Professional shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Design Professional Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- c. No Contractual Liability Limitation Endorsement
- d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent

2. Worker's Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory Employers Liability

\$100,000 accident with limits of:

\$500,000 disease-policy limit

\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Design Professional owns vehicles, coverage shall be provided on an "any auto" basis. If the Design Professional does not own any vehicles, coverage shall be provided on a "hired autos" and "nonowned autos" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance with limits Per Claim/Annual Aggregate of \$1,000,000.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Design Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys' fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of subrogation against City and its agencies, officials, officers, and employees.

D. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

E. Design Professional's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled

or changed or its renewal is refused, Design Professional shall give at least 30 days prior written notice to City. In the event of Design Professional's failure to maintain the required insurance in effect, City may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

F. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

#### **Sec. 4. Design Standards and Endorsement.**

A. Except as otherwise directed in writing by City, in the performance of services under this Agreement, Design Professional shall comply with all design standards required by federal, state, local laws or codes including but not limited to all applicable provisions of:

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;
2. the Clean Air Act(42 U.S.C. 7401 et seq. and the Clean Water Act (33 U.S.C. 1251 et seq.
3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and
4. Kansas City Code Sec. 3-71. LEED gold standard.

Design Professional shall notify and explain to City any applicable exceptions under these acts.

B. Design Professional shall use

all design standards recognized and used in the industry in the performance of services under this agreement. Design Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Design Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

C. Design Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Design Professional or any subcontractor to Design Professional.

#### **Sec. 5. Copyright and Ownership of Documents.**

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become

the property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Design Professional will be removed and the Design Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Design Professional will be removed.

#### **Sec. 6. Governing Law.**

This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Design Professional: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

#### **Sec. 7. Compliance with Laws.**

Design Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

#### **Sec. 8. Termination for Convenience.**

A. City may, at any time upon ten (10) days notice to Design Professional specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Design Professional shall prepare an accounting of the services performed and money spent by Design

Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Agreement is terminated prior to Design Professional's completion of services, all work or materials prepared or obtained by Design Professional pursuant to this Agreement shall become City's property.

C. If this Agreement is terminated prior to Design Professional's completion of the services to be performed hereunder, Design Professional shall return to City and sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

#### **Sec. 9. Default and Remedies.**

If Design Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Design Professional notice and opportunity to correct such default or breach.

#### **Sec. 10. Waiver.**

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Design Professional to which the same may apply and, until complete performance by Design Professional of the term, covenant or condition, City shall be entitled to invoke any

remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

### **Sec. 11. Acceptance.**

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

### **Sec. 12. Modification.**

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

### **Sec. 13. Headings; Construction of Agreement.**

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

### **Sec. 14. Severability of Provisions.**

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid

provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

### **Sec. 15. Records.**

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Design Professional shall maintain and retain all Record for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Design Professional shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Design Professional in connection with this Agreement shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Agreement within ten (10) days after the written request is made.

### **Sec. 16. Affirmative Action.**

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments

thereto; in executing any Contract subject to said provisions, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Design Professional shall:

1. Submit, in print or electronic format, a copy of Design Professional's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Design Professional does not possess a current certification of compliance, Design Professional shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.
2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Design Professional shall obtain a copy of the Subcontractor's

affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Design Professional may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

#### **Sec. 17. Tax Compliance.**

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$160,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional also shall submit to the city proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a condition precedent to the city making final payment under the Agreement.

#### **Sec. 18. Assignability and Subcontracting.**

(a) Assignability. Design Professional shall not assign or transfer any part or all of Design Professional's obligation or interest in this Contract without prior written approval of City. If Design Professional shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall

not prohibit Design Professional from subcontracting as otherwise provided for herein.

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Design Professional shall subcontract any part of Design Professional's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Design Professional of any of its responsibilities under the Contract, and Design Professional shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Design Professional, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

### **Sec. 19. Conflicts of Interest.**

Design Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Design Professional in this Agreement.

### **Sec. 20. Conflict of Interest - Certification.**

Design Professional certifies that Design Professional is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

### **Sec. 21. Buy American Preference.**

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

### **Sec. 22. Independent Contractor.**

Design Professional is an independent contractor and is not City's agent. Design Professional has no authority to take any action or execute any documents on behalf of City.

### **Section 23. Employee Eligibility Verification.**

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/program/gc\\_1185221\\_678150.shtml](http://www.dhs.gov/xprevprot/program/gc_1185221_678150.shtml). For those Design

Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

**Sec. 24. Quality Services Assurance Act.**  
Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$10.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption.

## ATTACHMENT A

### SCOPE OF SERVICES

Design Professional: Burns & McDonnell Engineering Company, Inc.  
Owner: City of Kansas City, Missouri  
Project: 81000927 Todd Creek Facility Plan Upgrade  
Contract No: 1587

#### I. GENERAL

The following paragraphs provide a general description of the WORK required for this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP).

- A. The Project. The Water Services Department (KC Water) of the City of Kansas City, Missouri (CITY) wishes to contract with the DP to provide a Facility Plan, which will include a projections of future flows and loads, current treatment and hydraulic capacity, current plant condition, recommendations for upgrades and/or repairs, BIM model development, and process improvements for the Todd Creek Wastewater Treatment Plant at 7600 NW 144<sup>th</sup> Street, Kansas City, MO 64163.
- B. Background Information and General Description of Activities.
  1. The CITY, acting through WSD, is undertaking this project to develop a facility plan for its Todd Creek WWTP to account for changing conditions and wastewater contributors in the service area and to be able to address future regulatory requirements.
  2. Previous reports, the Wastewater Master Plan, operations data, lab data, and as-built drawings shall be made available to the DP.
  3. DP shall use e-builder document management system.
  4. DP shall use a cost loaded scheduling system such as Microsoft Project or P6.
  5. DP shall provide an updated S curve with invoice.
  6. DP shall submit meeting agendas and expected DP attendees at least three days prior to each meeting and distribute draft meeting minutes within three business days of the meeting.
  7. DP shall review existing geotechnical reports and indicate if additional borings are necessary.
  8. Any I&C work will be performed per WWTD I&C standards.
  9. DP shall prepare a recommendation for phasing for proposed work and recommendation on delivery methods based on constructability, risk, funding, uncertainty of projects, and other recommended factors.

- C. Follow-On Phases. At the discretion of the CITY and after completion of the Project, the DP may be requested to provide other services, including additional design work, construction phase services, startup and commissioning services, and providing a resident project representative (RPR) during construction of improvements at the Todd Creek WWTP and other associated locations.
- D. Coordination. The DP shall coordinate as necessary with regulators, Army Corp of Engineers, Platte County, Department of Planning and Development, Department of Aviation, other utilities, City vendors, City consultants including HDR (Regulatory Compliance Assistance), SCADA project with Black and Veatch, Storm Water Utility/Engineering, the Smart Sewer Program, and City contractors.
- E. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:
  1. Task Series 100 - Project Management and Administration
  2. Task Series 200 - Site Investigation, Review of Existing Work, and Review of Previous Projects
  3. Task Series 300 – Facility Plan
  4. Task Series 400 - Envision™ Sustainability Design
- F. Travel. DP may request pre-approval for reimbursement of non-local travel. The CITY's Project Manager may approve or disprove the travel expense. Any travel request after the fact shall be denied.
- G. Explicit Responsibilities. The Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- H. Closeout. Design Professional will provide deliverables and requested backup files. HRD completion forms and other required documents will be submitted before final payment.
- I. Capital, Annual, and Total Ownership Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DP has no control over the cost of labor, material or equipment furnished by others not under contract to DP, DP's opinion of probable cost for construction, of the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids or actual project costs will not vary from DP's opinions of probable cost. The cost opinions' level of accuracy presented by DP will be as noted for in subsequent paragraphs of this Scope of Services. All opinions of probable construction, operations, and maintenance costs will be made on the basis of experience and qualification as a DP. DP does not guarantee that actual operations and maintenance costs will not vary from the DP's opinions of probable operations and maintenance costs. DP will utilize design-build cost estimators and best

practices from the construction community and design community to develop their capital cost model. DP will utilize O&M specialists in the development of the O&M model. O&M Specialists assigned to work on this project shall have demonstrated hands-on utility and facility operations experience. Resumes for the cost estimators and O&M specialists will be provided to WSD for approval before cost estimating tasks begin. DP shall immediately notify the PM if the estimates are over the construction budget after initial QA. City reserves the right to call a cost estimate review meeting at WSD offices.

## **II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS**

### **A. Project Milestones and CITY Review Requirements**

1. Task Series 100 shall be completed within 270 calendar days following the City's issuance of a Notice To Proceed, NTP, to the DP
2. Task Series 200 and 300 shall be completed within 270 calendar days following the CITY's issuance of a NTP.
3. Task Series 400 shall be completed within 270 calendar days following the CITY's issuance of a NTP.
4. All tasks identified in this Scope of Services, except those identified as Optional Services, shall be performed within 135 calendar days of the written Notice to Proceed. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.
5. DP may suggest schedule modifications to the scope of work

6. B. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments, unless a mutually agreed upon date outside this schedule window is selected.

## **III. BASIC SCOPE OF SERVICES**

The following Task Series describe the Basic Scope of Services to be provided by the DP under the Project.

### **TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION**

The purpose of Project Management and Administration will be to manage, direct and oversee each element of Basic Services identified herein and subcontractors employed by the DP in completion of the Work. The following management activities will be provided by DP.

#### **Task 101      Project Management Services**

Provide project administration management services necessary throughout the project to successfully manage and complete the Work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific

Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

#### **Task 102      Monthly Invoicing and Project Status Reports**

Prepare and submit monthly invoices (showing, task, staff name including office location, classification, direct hourly rate, multiplier, and hours worked on each task) on a form acceptable to the CITY and provide a monthly project status report which shall accompany the monthly invoice submittal. If applicable, a list of the tasks in progress or completed shall be attached with each invoice. The monthly progress status reports shall document work progress, the percentage of completed work, earned value, schedule status, and budget status. The monthly project status report shall identify work performed by DP, the work activities anticipated to be performed the next month, action items required by CITY, previous decision items, potential to go over budget along with corrective actions, and potential project scope variances with corrective actions. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

#### **Task 103      Subconsultant Agreements and Administration**

Prepare a scope, budget, schedule, and agreement for its subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, to review deliverables, and to execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

#### **Task 104      Quality Control**

DP's Quality Control Program will be implemented on all phases of the project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

#### **Task 105      Project Kickoff Meeting**

After Notice to Proceed is given by CITY, DP shall organize and conduct a Project Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, review draft outline of DP's proposed Work Plan, and other logistics of project execution, including anticipated project schedule, cost loaded schedule, expected MBE/WBE utilization schedule, and general content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY Staff three business days prior to the meeting and prepare and distribute the meeting minutes within three business days of the meeting date.

#### **Task 106      Work Plan**

1. **Work Plan Format.** DP shall prepare a written Work Plan. The Work Plan for the project includes, at a minimum the following:
  - a. A summary of dedicated key team members roles and responsibilities, including all task managers, field crew leaders and their contact information. Any major changes in personal assignments from the RFP should be noted and approved of by the CITY.

- b. A summary of the project's scope of services.
- c. Detailed cost-loaded schedule for performance of all work.
- d. Sustainable planning and design goals, objective and processes.
- e. Communication protocols for the project team.
- f. Document format, naming conventions, storage, handling and distribution details as needed to support the function of the project team.
- g. Define any issues requiring special coordination with CITY, and/or adjacent projects.

2. **Submitting Work Plan.** DP shall submit the draft Work Plan (a single electronic file in portable document format - PDF) within 7 calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within 7 calendar days of receipt of the draft Work Plan. Revise the draft Work Plan as necessary to respond to CITY's comments and submit an electronic PDF file including a Gantt chart in Microsoft Project within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the Project, with updates provided to CITY when requested.

### **Task 107      Progress Meetings**

Participate in up to nine (9) monthly progress meetings with CITY to provide updates of work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and potential cost savings proposals. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY 3 days prior to each meeting and prepare/distribute meeting minutes within 1 business day of the meeting.

## **TASK SERIES 200 - SITE INVESTIGATION, REVIEW OF EXISTING WORK, AND REVIEW OF PREVIOUS PROJECTS**

### **Task 201      Review Existing Documents and Drawings**

DP shall perform a compilation and review of pertinent existing documents including but not limited to: 2016 Comprehensive Wastewater Master Plan, schematics, existing site plans, scanned as-built drawings, hard copy as-built drawings, flood plain and flood way data, existing geotech reports, and other sources provided by the CITY.

### **Task 202      Flow and Load Projections**

1. DP shall review current and historical plant performance data provided by CITY. DP will review historical development and population in the watershed served by the Todd Creek WWTP. In particular, the DP will review the master plan projections and how that compares to actual flows and loads to Todd Creek. DP will evaluate the change in number of flights from KCI, industrial loads, and development in the service area to estimate loading to the facility from the airport versus other major sources. DP will obtain development records from Platte County and KCMO City Planning. KC Water will help DP in obtaining all City information.

2. DP will meet with the KCMO City Planning & Development Department as well as with Platte County and the Mid-America Regional Council to understand the future build-out of the service area and status of planned developments and the status of these activities. DP shall also obtain from the City the latest utilization and growth projections for the Kansas City International Airport.
3. DP will evaluate standard loading increases based on the proposed land usage, any active developments, actual flows and load data available from Smart Sewer Program (SSP) monitoring data and any existing WWTP data. DP may suggest additional data gathering or request data from similar Midwestern Metropolitan area utilities as additional scope. Based on this information, DP will develop forecasts of flow and loading to the Todd Creek WWTP through a 30-years planning period and a rough estimate of flow and loading due to service area build out. DP will develop projections based on time and on the ground development and airport activities.
4. KC Water has at least one interconnection with Platte County and/or Platte City and accepts flow per a service agreement. DP will verify and quantify the existence of these interconnection(s), comment on the physical integrity of the interconnection piping based on currently available data, the current and future flow and loading contribution from these interconnections including commercial and industrial sources where data is available, and consider this information in the development of overall projections of flow and loading to and subsequent infrastructure needs for Todd Creek WWTP.
3. Finally, DP will develop a methodology that KC Water can use in the future to compare anticipated loading to actual in order to allow annual adjustment of the timing of facility improvements within the KC Water CIP. This method will take into account loading increase to the Todd Creek WWTP based on the status of planned developments (platting etc..), current and future deicing plans at KCI, and actual flights at KCI. The method will balance competing objectives including reduce operational risks, reduce project execution risks, and maximizing the delay of future improvements.

### **Task 203                    Site Investigations**

1. DP shall review the condition of assets at Todd Creek WWTP from the Wastewater Master Plan and perform a visual inspection of the treatment, power, structural, architectural, and HVAC assets at the site. DP will use inspections and testing data to determine the remaining useful life of fixed and rotating assets and compare them to CITY's asset standards for expected life and the data collected during development of the Wastewater Master Plan, noting significant deviations.
2. DP shall create a digital representation ("digital twin") of the Todd Creek WWTP site using high-definition LiDAR and photography to facilitate more efficient review of equipment layout, visual condition, orientation, and dimensions by the project team.

### **Task 204      Utility Survey**

DP shall perform a Utility Survey of CITY property around Todd Creek WWTP. The Utility Survey will verify the location of existing utilities (gas, electric, water, sanitary sewer, storm sewer) both above and below grade where this information is available. Survey will also provide a sizing/capacity of incoming utilities when this is provided by the service provider. DP will map process piping both above and below grade using a format applicable to a facility BIM model. DP will identify and document valves, meters, and sensors associated with the treatment process. DP will also use site observations, existing as-builts and site sketches/drawings as a baseline to determine what assets exist and their general location.

### **Task 205      Load Study and Electrical Work**

DP will perform a visual review of the condition of electrical power feeds from Missouri Public Service Commission (PSC) and Platte-Clay Electric Cooperative, switchgear, substations, and MCCs. DP will provide an opinion regarding the available capacity of the existing power feed and any improvements needed to meet current code and CITY's preference for redundancy.

### **Task 206      Antidegradation Study of Todd Creek and Regulatory Guidance**

DP will develop a water quality and antidegradation review (WQAR) workplan, conduct waste load allocation modeling and develop a preliminary report to inform the facility planning process and identify wastewater treatment requirements for the planned Todd Creek WWTP upgrade. Individual elements of this work include:

1. Participate in discussions with CITY and help guide the team to identify antidegradation pathways, pollutants of concern and anticipated wastewater treatment level requirements. Discussions may include site-specific issues such as dissolved oxygen (DO), potential polyfluoroalkyl substance (PFAS) sources from the Kansas City International Airport and nutrient trading opportunities. From these discussions, DP will prepare a workplan for the Todd Creek WQAR. In coordination with the project team, submit the workplan to the Missouri Department of Natural Resources (MDNR) antidegradation review staff for review and comment. This Task assumes preparation for and attendance of one meeting in Kansas City with the project team and one meeting with MDNR and the project team in Jefferson City.
2. Depending on the antidegradation review pathway, biochemical oxygen demand (BOD) and total suspended solids (TSS) effluent limits for the Todd Creek WWTP expansion will hinge on the results of DO and ammonia waste load allocation modeling for the Todd Creek receiving stream. Previous DO modeling in nearby watersheds has indicated that DO water quality standards may be challenging to meet due to naturally occurring low stream reaeration rates in the ecoregion. In this Task, DP will conduct a DO waste load allocation model to help confirm BOD and TSS limits to be included in the facility plan. Todd Creek (waterbody identification #0316) is not currently listed as impaired for DO. Therefore, a Level 1 Analysis – Uncalibrated model is presumed sufficient for DO modeling as per MDNR DO Modeling Guidance1. This

assumption will be confirmed with MDNR during Task 1. For a Level 1 Analysis, Geosyntec will utilize a modified Streeter-Phelps spreadsheet water quality model to support the antidegradation review. A stream morphology and flow assessment will be completed for model input. This task assumes no water quality data will be required for model calibration and that nutrient modeling will not be required. BOD and ammonia waste load allocations will be developed to establish the base case for a Tier 2 antidegradation review.

3. Prepare a preliminary WQAR report based upon the workplan (Task 1) and DO modeling (Task 2). Geosyntec will be the primary author of the report. This task assumes that a Tier 2 review will be the preferred antidegradation pathway for all Pollutants of Concern (POCs). The report will summarize the antidegradation pathway and provide the project team the technical rationale to consider for an expanded discharge. The CITY will provide customer-base information required for the socio-economic impact evaluation.
4. Addressing the potential WQAR nuances such as the previous DO Todd Creek 303(d) impairment, DO modeling challenges due to low reaeration rates in Todd Creek and WWTP upgrade options will require coordination and communication with the project team and MDNR staff. To address these project issues, this Task includes preparation for and attendance of two additional coordination meetings in Kansas City and one meeting with MDNR staff in Jefferson City.

### **Task 207      Field Review Meeting**

DP shall conduct one on-site field review meeting with CITY staff. This meeting is to be held following completion of the site investigation activities. The purpose of this meeting is to review existing conditions and to confirm the findings from the investigations done under Task 200. Meeting minutes from the field review meeting will be developed and distributed to document field direction, topics of concurrence, and recommendations.

### **Task 208      Site Survey Deliverables and Review**

DP will present the results of Task 200 activities and provide the following deliverables to CITY for review and consideration:

1. Electronic Copy of the System Load Analysis file output in its native file format.
2. Updated Todd Creek WWTP one-line electrical diagram
3. LiDAR model files of the Todd Creek WWTP and existing condition photography.
4. Draft antidegradation report including documentation of the field activities, calculations, findings and recommendations. A recommendation of effluent water quality requirements and documentation of coordination with the Missouri Department of Natural Resources (if required).

5. A letter report documenting the findings from Task 200 activities. Information to include results of the utility study, the condition and estimated remaining life of key assets at the Todd Creek WWTP and forecasts of development, population, and flow/load to the Todd Creek WWTP.

CITY will provide review comments on items 4 and 5 and DP will address comments and subsequently issue revised deliverables.

## **TASK SERIES 300 - FACILITY PLAN**

### **Task 301      Preliminary Review**

1. DP shall perform an evaluation of the hydraulic and organic treatment capacity of the existing liquid and solids processes at the Todd Creek WWTP.
  - a. An initial evaluation will be a “desktop” analysis and will include data from available sources, as-built drawings, and plant performance data provided by KC Water. It will not include field performance measurements of equipment, structures and processes.
  - b. Bottlenecks in hydraulic or organic capacity identified in the desktop analysis, or unit processes where desktop capacity is determined by KC Water to not be adequate for the purposes of facility planning shall undergo field evaluation for capacity and/or performance. The cost of this activity will be covered in a dedicated allowance in the project budget.
  - c. The completed evaluation will include an updated hydraulic profile and a biological process (BioWin) model.
2. DESIGN PROFESSIONAL shall receive and review the engineering report from the Kansas City Missouri Aviation Department (KCAD) regarding the management of spent aviation deicing fluid (SADF). DP shall provide KCWater with a letter identifying any areas of concern with the report recommendations and potential follow-on activities to address the concerns.
3. KCAD is currently conducting an evaluation of and recommendations for improvements to the existing Terminal Facility deicing storage, transport, and potential pretreatment of the flows to Todd Creek WWTP. This does not include the Cargo Facilities deicing collection, storage and transport. KCWS is a partner in this effort and is responsible for the storage, transport and treatment of the flows. The combined flows include both Terminal and Cargo facilities volumes as all collected flows are pumped from the existing Terminal Facilities pump station to Todd Creek WWTP.

DESIGN PROFESSIONAL shall use available data from the CITY as well as publicly available aviation industry data to develop high-level projections and statistical values of flow and loading of SADF originating from the Cargo facilities. KC Water staff will coordinate to provide access and obtain data to fulfill the objectives of this effort. DP will integrate the results of the study currently being performed for the Terminal area deicing system and facilities in addition to the projected statistical data for the Cargo area deicing system and facilities.

4. DESIGN PROFESSIONAL shall develop and submit an engineering report that includes the hydraulic capacity and organic capacity for the current treatment unit processes for both liquid and solids processes; results from the BioWin model providing the probability of the plant meeting current and planned water quality limits with current and projected loading with and without airport SADF. DP will develop loading analysis with summer and winter temperature variations. DP will evaluate potential negative process impacts from treatment of SADF and provide potential options for mitigating these impacts. DP will provide an updated flow and load projection based on population growth, projected and planned land use, and airport development and growth. DP will coordinate with Platte County, the Department of Planning and Development, and MARC to determine flows based on approved and anticipated land usage. CITY reserves the right to have DP perform sensitivity analysis on more uncertain parameters. DP has provided an allowance for sensitivity analysis.

5. DP will lead a meeting with the City to review the findings within the completed sections of the engineering report. City will provide review and comment on the draft to the DP for incorporation into the report. DP will provide an updated engineering report to the City.

### **Task 302 Alternative Evaluation Review**

DP will meet with PM and City staff to perform a high-level review of multiple potential project alternatives/technologies, resulting in a short list of up to 4 alternatives. These alternatives would include both on-site upgrade/rebuild and greenfield facility options. DP shall submit a report that contains an evaluation of up to 4 facility alternatives. Each alternative evaluation should include, but not be limited to: initial process flow and electrical 1-line diagrams, site plan, an AAEE level 4 total cost of ownership, discussion on operation and operability, feasibility and complexity of construction and integration of improvements and/or new facilities without disruption of existing operations, the ability of the alternative to meet future permitting requirements, aesthetic and access considerations, and its ability to be cost-effectively phased. Alternatives shall be evaluated using the CITY's quadruple bottom line process to determine the preferred alternative.

### **Task 303 Alternative Evaluation Review**

DESIGN PROFESSIONAL shall develop the preferred alternative from Task 301 into a conceptual design with the following approximate levels of completion:

Discipline	%	Key Discipline Design Content
Process	60	Draft Process flow diagrams and physical sizing for alternatives, rough integrated liquid and solids model with documentation of model parameters and scenarios to examine feasibility and need for additional sampling, validation steps, pilots, and physical models.
Site Civil	5	Major site piping sketched with a focus on right of way concerns., draft siting of major buildings/structures, review of nearby floodplain/way
Geotechnical	5	Possible boring(s) identified
Structural	5	Identify structural design requirements for the facility and recommended materials of construction
Mechanical (process piping)	0	
HVAC	5	Identify classification of key areas of the facility per NFPA 820
Plumbing	0	
Architectural	10	General arrangement and footprint of major structures, occupancy code, major materials of construction, and an architectural rendering of the facilities to use in communication and public outreach
Electrical	5	One-line diagram including backup power
P&IDs	30	Draft below the line (process) equipment for major process equipment.
Sequences of Operation, Control Block Description, Control Description Narrative	0	-

### **Task 304 BIM and 1-Line Model Development**

DP will develop a BIM of the preferred alternative utilizing the City's standard BIM modeling protocol. Process and building envelopes will follow LOD 200 and all other discipline work will follow LOD 100 as defined by LOD 2019, published by BIMForum / buildingSMART International. The model will incorporate information from all tasks in Series 200 and 300, as applicable.

### **Task 305 Review of Project Delivery Alternatives**

DP will conduct a workshop-style meeting to review delivery alternatives for the preferred alternative, providing information on multiple means of project delivery including traditional design-bid-build, accelerated design, design-build delivery per the City's current procurement approach, and 1 additional collaborative delivery method. The review will include potential impacts of the delivery method on cost, schedule, and demands on KCWater staff resources.

## **Task 306      Final Report**

DP shall submit a Final Report consisting of a Facility Plan that conforms to all requirements of 10 CSR 20-8.110 Engineering – Reports, Plans and Specifications (Missouri Code of State Regulations) and specifically to all requirements of Section (4) Engineering Reports or Facility Plan. It shall also include the following:

1. Incorporation of findings from the engineering report developed in Task 200.
2. A description of the preferred alternative as well as concept design documents.
3. A phasing plan on when to implement projects based on, but not limited to, the need for increased capacity, more stringent effluent limits, asset lifecycle, etc.
4. Class 4 construction cost estimate including any major equipment quotes and projected O&M costs.
5. ENVISION/Quadruple Bottom Line analysis spreadsheets.
6. A review of project delivery methods to complete the work and recommendation of the preferred alternative.

DP shall provide a draft set of deliverables for review by City and lead a review meeting to discussing the content and findings in the deliverables. Comments from the City will be addressed, and DP will provide a revised set of final deliverables to the City.

## **Task 307      Geotechnical Investigations**

DP will review existing geotechnical reports to determine if they are sufficient. If sufficient, DP may make use of previous geotechnical reports in the preliminary design development. If the DP or CITY recommends, the DP will provide geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of geotechnical reports. The geotechnical investigations will be sufficient to complete a preliminary design of new assets for the Todd Creek WWTP. A geotechnical report shall be prepared and shall discuss the general soil and ground water conditions underlying the site, present the relevant engineering properties of the existing soils, provide excavation and earthwork recommendations, including minimum setbacks from adjacent structures, and recommend design criteria and parameters for pipe bedding and other earth supported improvements. Submit initial geotechnical report to CITY for review and comment. Revise the report to address review comments and include the final report as an appendix to the Facility Plan Report. The final geotechnical report will be submitted in both PDF and TIFF formats. An allowance of \$23,500 has been included in the DPs fee for up to five borings, laboratory testing and reporting, and DP labor for subcontracting and project management.

## **TASK SERIES 400 - ENVISION™ SUSTAINABILITY ANALYSIS**

### **Task 401      Envision™ Analysis**

The DP will work with the City to integrate sustainable design elements into the Work through the use of the ENVISION V3 credit system as well as the City's Quadruple Bottom Line (QBL) business case evaluation process. The use of the existing QBL criteria will be integrated with the V3 credits that are applicable to the project under a single evaluation tool. This tool will provide a consolidated quantitative approach to evaluating how sustainability is evaluated through the planning and design process. The scope of this analysis includes:

1. Providing during the project kickoff, a review of Envision™ V3 credits applicable during the planning stages of the project. The purpose is to organize meaningful conversation around project goals. The project team will identify those credits that will continually be revisited and discussed through the project.
2. During the alternatives evaluation phase of work, the sustainability of each of the four alternatives will be discussed using the identified credits from the kickoff meeting. Additional credits will be tied to the existing QBL criteria. The numeric results of the analysis will be utilized as one of the factors for choosing the preferred alternative for Todd Creek WWTP improvements and provide both a QBL score and assessment of sustainable design.
3. The Final Report described in Part 302 of this scope will include an accounting of ENVISION V3 credits to continue to discuss into design of the project alternative.

The complete Envision™ credit support documentation is NOT included in the Basic Scope of Services. If the CITY decides to move forward with Envision™ verification, additional DP support services will be provided as Optional Services. All Envision™ credit evaluation shall be completed by or under supervision of a certified Envision™ Sustainability Professional (ENV SP).

## **IV. OPTIONAL SERVICES**

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total allowance amount of \$X for Optional Services not yet authorized by CITY that may be required throughout the course of the WORK. This allowance amount shall not be utilized by DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP that includes the scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but not limited to:

- A. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- B. Appearances at public hearings or before special boards beyond those contemplated under the Basic Scope of Services.
- C. Special Consultants or independent professional associates requested or authorized by CITY.
- D. Completing the final (10%-100%) design of the recommended improvements
- E. Bidding Phase Services (Engineer's Estimate of Probable Construction Cost with error bars, Pre-Bid Conference, Review and Process Substitutions and "Or Equals", review bids, and conforming documents.
- F. Tagging of existing equipment in the Todd Creek WWTP.
- G. Development of the transient plan (Startup and Commissioning) and Project Acceptance Methodology
- H. Startup and Commissioning assistance such as post final competition operations assistance, development of Standard Operating Procedures (SOPs), collecting new assets for entry into WSD's computerized maintenance management system (CMMS), collection and entry of preventative maintenance (PM) into WSD's CMMS, develop recommended backups for WSD to have on hand, develop failure defense plans (failure modes effects analysis), develop recommended key performance indicators (KPI), development of operations shift sheet, recommended placement of laminated SOPs, process training, training of each of WWTD's maintenance group, duty station training/assistance during handover, electronic O&M consolidating training and other information, and controls programming testing.
- I. Creation of Autocad or BIM as-builts
- J. (1) Copy of the SKM program used to develop the System Load Analysis along with a minimum 1-year license
- K. Observing factory acceptance tests and/or field retesting of equipment that fails to pass the initial test.
- L. Provision, through a subcontract, of laboratory and field testing required during construction and of any special reports or studies on materials and equipment requested by CITY beyond those testing activities identified in the Basic Services.
- M. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the CONTRACTOR; and services after the award of the construction contract for evaluating and determining the acceptability of substitutions proposed by the CONTRACTOR.
- N. Special reports requested by CITY concerning facilities operation and personnel matters during the operation startup period.
- O. Revision of previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes in laws, rules, regulations ordinances, codes or orders enacted subsequent to the preparation of such studies, reports,

documents or designs; or are required by any other causes beyond DESIGN PROFESSIONAL's control.

- P. Evaluation of unusually complex or unreasonably numerous claims submitted by the CONTRACTOR or others in connection with the Work.
- Q. Acceleration of the progress schedule involving services beyond normal working hours
- R. Further development and verification of Envision™ credits through conceptual to final design.
- S. Services for making revisions to Construction Contract Documents and project rebidding arising from actual bids prices being greater than CITY's budget.
- T. Efforts necessary to alter plans, specifications, and the Basis of Design Memorandum after the completion of the 60% design due to altering the list of selected equipment manufacturers.
- U. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
- V. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- W. Assisting CITY with appraisal and/or acquisition of additional easements.
- X. Revising Contract Documents or assisting with re-bidding the Project due to actual bid prices being greater than the CITY's budget.
- Y. Assistance with bid protests and re-bidding.
- Z. Providing construction phase services.
  - AA. Assisting CITY with seeking Envision™ certification.
  - BB. Special inspections as dictated by any adopted building code or amendment thereto of the City of Kansas City, Missouri.
  - CC. Phase 1 and 2 environmental, survey work, and negotiations for property acquisition.
  - DD. Commissioning and Startup Assistance
  - EE. Changes in the general scope, extent, design, or character of the Project, including, but not limited to:
    - 1. Changes in size or complexity;
    - 2. Method of financing or availability of funding;
  - FF. Additional work necessary for WWTD to fulfill its commitments.
  - GG. Flood plain mitigation
  - HH. Evaluation of odor control for equipment protection

II. Direct coordination with KCAD or its consultant(s) and other work to develop a solution for SADF management at the new terminal would be considered Additional Services under this contract.

## **V. CITY'S RESPONSIBILITIES**

CITY will furnish, as required by Basic Services and not at the expense of the DP, the following items:

- A. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. *Provide* said information within thirty (30) calendar days of receipt of a written request by DP.
- B. CITY's Project Manager will provide the services of at least one CITY employee who has the right of entry to and knowledge of the existing facilities. Site visits will be required on multiple occasions over the course of the Project.
- C. CITY's Project Manager will coordinate meetings between City staff and the DP.
- D. Operate all existing equipment, valves or other systems necessary for functional or performance testing required by DP.
- E. Obtain property title searches and title reports and purchasing property if needed for construction of new facilities.
- F. Provide DP will private property access agreements with current property owners to perform field investigations.
- G. Bidding Services. CITY will provide the following bidding phase services:
  1. Prepare agenda and conduct the pre-bid conference.
  2. Advertise project Construction Contract Documents, including addenda.
  3. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.
  4. The CITY will reproduce, and submit Construction Contract Documents and construction permit application to MDNR for approval. City shall pay for all permit fees.

(End of Scope of Services)

**ATTACHMENT B**  
**ELECTRONIC DATA REQUIREMENTS**

**A. Kansas City Plan Room - Electronic Format Requirements and Naming Conventions**

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:

**a. Drawings/plans**

- (1) Drawings/plans should be rendered as 200-300 dpi **PDF Format** images. No files may be larger than 5 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings.
- (2) File names may not include any symbols such as < > : . “ / \ | ? ‘ & # % ^ \* ( ) [ ] { } +
- (3) FILE NAMES: Plans/Drawings numbering should follow Form 00015 List of Drawings. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example: 001-Cover.**pdf** or 002-arc1.**pdf**

**b. CSI specification sections (project manuals)**

- (1) CSI specification sections should be named by division, using DIV as a prefix.  
For example:
  - (a) DIV01.PDF (Technical, Project Specific)
  - (b) DIV02.PDF
  - (c) DIV03.PDF

**c. Summary:**

- (1) Division 00 and 01 in Microsoft Word or Excel
- (2) Division 2-16 in PDF Format
- (3) Completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi **PDF Format** images.

**B. General Requirements**

1. Professional Services Consultant/Contractor and its Sub-Consultant/Contractor(s) shall provide at a minimum, the following to its staff:
  - a. **Computer:** Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
  - b. **Computer Operation System:** Windows XP, Windows Vista, or Windows 7
  - c. **Web Browser:** Microsoft Internet Explorer 9
  - d. **Work and Spreadsheet Processors:** Microsoft Office Word, Excel and Outlook
  - e. **Scheduling Software:** Microsoft Project or Primavera
  - f. **Internet Service Provider:** A reliable ISP in the area of the Project
  - g. **Connection Speed/Minimum Bandwidth:** DSL, ADSL or T1 Line for transferring a minimum of **3 Mbps** Downstream and **512 Kbps** Upstream

**C. Contract Information Management System - Project Web Requirements**

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application

database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.

2. Design Professional shall provide and **shall require its sub-consultants to provide** its management personnel assigned to this Contract with access to personal computers and the Internet on a daily basis **same**.
3. Design Professional shall conduct Project controls, outlined by the City utilizing the web based application database selected and provided by City. **This designated web based application database will be provided by the** Design Professional to its sub-consultants. No additional software will be required. City will assist Design Professional in providing training of sub-Consultant's personnel.
4. Design Professional shall have and shall require its sub-consultants the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site and .
  - a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
  - b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

#### **D. Electronic File Requirements – Closeout**

1. All documents (including as-built drawings) shall be converted or scanned into the Abode Acrobat (.PDF) file format and uploaded to the web based application database selected and provided by City.
2. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Prime Design Professional/Consultant and Sub-Consultants shall also submit all closeout documents including but not limited to all "As-Built Drawings", catalog cuts and Owner's Operation and Maintenance manuals in digital format.

#### **E. Project Management Communications - Construction**

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.

2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
3. Training: City's software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial users fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City's software service provider at their own expense
4. Support: City's software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City's software service provider.
6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
  - a. Individuals may use the User Application included in these specifications or may request the User Application.
  - b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
  - c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

**ATTACHMENT C**

**ENGINEER FEE SUMMARY, SCHEDULE OF COMPLETION  
AND  
SCHEDULE OF POSITION CLASSIFICATIONS WITH PAY  
SCALES**

**EXHIBIT A**

## SCOPE OF SERVICES

### Creek WWTP Facility Plan (PN 81000927)

KCMQ

	Rate Sheet =	BMR720 with adjustments provided per Matt R											Tech Charge	Hotel	Food	Car	
	<u>2020 rates (design/bid)</u>	260	245	230	220	190	150	145	135	92	90	90	76	0.00	0	30	45
	<u>2020 rates (construction)</u>	260	245	230	220	190	150	145	135	92	90	90	76	0.00	0	30	45

Task Breakout		%
PM	\$ 124,538	16%
QC	\$ 25,158	3%
<b>Site Investigation</b>	<b>\$ 151,798</b>	<b>19%</b>
Antidegradation	\$ 49,056	6%
<b>Facility Plan</b>	<b>\$ 317,569</b>	<b>40%</b>
<b>Review KCAD Letter and Provide Comment</b>	<b>\$ 14,274</b>	<b>2%</b>
<b>30% Design and BIM Model</b>	<b>\$ 105,130</b>	<b>13%</b>
Envision	\$ 13,506	2%
<b>TOTAL</b>	<b>\$ 801,029</b>	

Trekk (WBE)	\$ 56,527
DuBois (MBE)	\$ 142,851
Custom (MBE)	\$ 82,856
TSi (WBE)	\$ 20,382
Geosyntec (NA)	43,200
Percent WBE	10%
Percent MBE	28%

## **ATTACHMENT C**

### **COMPENSATION SCHEDULE (Effective Through 12/31/20)**

<b><u>Position Classification</u></b>	<b><u>Classification Level</u></b>	<b><u>Hourly Compensation Range</u></b>
General Office*	5	\$9.00 - \$33.00
Technician*	6	\$13.00 - \$38.00
Assistant*	7	\$15.00 - \$49.00
	8	\$18.00 - \$54.00
	9	\$20.00 - \$64.00
Staff*	10	\$23.00 - \$70.00
	11	\$26.00 - \$75.00
Senior	12	\$30.00 - \$79.00
	13	\$40.00 - \$89.00
Associate	14	\$45.00 - \$99.00
	15	\$55.00 - \$109.00
	16	\$60.00 - \$120.00
	17	\$70.00 - \$130.00

#### **NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. Salary, defined as hourly compensation, for each full-time employee working directly on the project is equal to the total annual compensation as reported on the employee's Burns & McDonnell W2 Tax Forms divided by 2088 hours. The Billing rate per hour for each employee will be equal to the employee's hourly compensation times the approved multiplier defined in Part 1 Special Terms and Conditions.
3. The billing rate for full-time employees that have not worked for Burns & McDonnell the previous full calendar year will be based on an estimate of their total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
4. The billing rate for part-time employees will be based on an estimate of their equivalent full-time total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
5. Officers of Burns & McDonnell will be billed at a maximum rate of \$270 per hour.
6. Compensation for overtime by nonexempt employees in positions marked with an asterisk (\*) will be based on 1.5 times the employee's hourly billing rate.

7. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
8. The hourly compensation ranges shown above are effective through December 31, 2020 and subject to revision thereafter.

**ATTACHMENT D**

**CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA**

CITY will provide licensed materials for Geographical Information Systems to be used for the project as follows:

**Grant of License.** CITY grants to DESIGN PROFESSIONAL and DESIGN PROFESSIONAL hereby accepts, upon the express terms and conditions contained in this Agreement, a non-exclusive License to use the information described herein in the form produced and maintained by the Geographical Information System produced and maintained by City.

**License Materials.** The materials licensed for use by DESIGN PROFESSIONAL under this Agreement are the forms which can be read or manipulated by computer of the geographical and physical characteristic information collected and assimilated in the records of City (“Licensed Materials”).

**Use of Licensed Materials.** Subject to the terms, conditions and prohibitions of this Agreement, DESIGN PROFESSIONAL shall be entitled to use the information contained in the Licensed Materials to accomplish the scope of services provided by DESIGN PROFESSIONAL. At the completion of the Agreement, DESIGN PROFESSIONAL shall return all materials to the CITY, and shall permanently remove the Licensed Materials from any media used by DESIGN PROFESSIONAL. At the end of the Agreement, DESIGN PROFESSIONAL shall provide a written certification that all materials are returned and that all Licensed Materials, including copies, have been removed from the equipment or media of DESIGN PROFESSIONAL.

**Transfer of Licensed Materials.** This license is expressly nontransferable and DESIGN PROFESSIONAL shall not transfer any interest, entitlement or obligation under this Agreement to any other person or entity.

**Data.** The data and information contained in the Licensed Materials shall be those files and systems as recorded and existing as of the time DESIGN PROFESSIONAL requests the information.

**Title.** The custody and title and all other rights and interests in the Licensed Materials are and shall at all times remain with the CITY and with the Offices or officials of the CITY having official custody of the Licensed Materials.

**Not Public Records.** The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records, except as provided in §256.670, RSMo. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not, pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

**Access to Materials.** Pursuant to the terms and conditions of this agreement, DESIGN PROFESSIONAL shall be provided access to obtain the Licensed Materials in a periodic basis for the term of this Agreement. As provided in this Agreement, DESIGN PROFESSIONAL,

shall be entitled to any Modifications, updates, renewals or additional data or information under the License granted by this Agreement.

**Updated Material and Modifications.** CITY shall in accordance with this Agreement and upon request of the DESIGN PROFESSIONAL provide to DESIGN PROFESSIONAL updates to or modifications of all or any specific parts of the data or information in the Licensed Materials. Any such updates or modifications provided by CITY shall be covered by and subject to each and all of the terms and conditions of this Agreement. Furthermore, upon completion or termination of this Agreement, DESIGN PROFESSIONAL, will provide to CITY in a compatible form, updated information developed during the execution of the Scope of Services provided by DESIGN PROFESSIONAL.

**Data Contents.** The data contained in the materials licensed by CITY to DESIGN PROFESSIONAL under this Agreement shall include that information necessary to allow DESIGN PROFESSIONAL to perform scope of services outlined in the Agreement.

**Waiver.** The waiver of any breach of any provision of this license shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement.

**Modifications.** Any modification to the rights provided herein for licensed materials shall be in writing executed by each party.

## CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number: 81000927-1587

Project Title: Todd Creek WWTP Facility Plan

Todd Creek WWTP Facility Plan KC Water Department  
(Department Project) Department

Burns & McDonnell Engineering Company, Inc.  
(Bidder/Proposer)

STATE OF Missouri

COUNTY OF Jackson

I, Jeff Keller, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are **15 % MBE** and **10 % WBE**. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

**BIDDER/PROPOSER PARTICIPATION: 28% MBE 10 % WBE**

3. The following are the M/WBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the M/WBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, copies of which shall collectively be deemed incorporated herein). (*All firms must currently be certified by Kansas City, Missouri*)

- a. Name of M/WBE Firm: Trekk Design Group, LLC  
Address: 1411 East 104<sup>th</sup> Street, Kansas City, MO 64131  
Telephone No.: 816-874-4655  
I.R.S. No.: 43-1953275

b. Name of M/WBE Firm: TSi Geotechnical, Inc.  
 Address: 8248 NW 101<sup>st</sup>, #5, Kansas City, MO 64153  
 Telephone No.: 816-599-7965  
 I.R.S. No.: 43-1535463

c. Name of M/WBE Firm: Custom Engineering  
 Address: 12760 E US Hwy 40, Independence, MO 64005  
 Telephone No.: 816-350-1473  
 I.R.S. No.: 43-1031915

d. Name of M/WBE Firm: DuBois Consultants, Inc.  
 Address: 5737 Swope Parkway, Kansas City, MO 64130  
 Telephone No.: 816-333-7722  
 I.R.S. No.: 43-1494206

4. The following is a breakdown of the percentage of the total contract amount that Bidder/Proposer agrees to pay to each listed M/WBE:

#### **MBE/WBE BREAKDOWN SHEET**

##### **MBE FIRMS:**

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Custom Engineering	Subcontractor	\$82,856	100%	10%
DuBois Consultants, Inc.	Subcontractor	\$142,851	100%	18%
<b>TOTAL MBE \$ / TOTAL MBE %:</b>		<b>\$225,707</b>		<b>28%</b>

**WBE FIRMS:**

Name of WBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
Trekk Design Group, LLC	Subcontractor	\$56,527	100%	7%
TSI Geotechnical, Inc.	Subcontractor	\$20,382	100%	3%
<b>TOTAL WBE \$ / TOTAL WBE %:</b>		<b>\$76,909</b>		<b>10%</b>

\*“Subcontract Amount” refers to the dollar amount that Bidder/Proposer has agreed to pay each M/WBE subcontractor as of the date of contracting and is indicated here solely for the purpose of calculating the percentage that this sum represents in proportion to the total contract amount. Any contract amendments and/or change orders changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Bidder/Proposer participation.

\*\*\*“Weighted Value” means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See HRD Forms and Instructions for allowable credit and special instructions for suppliers.

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation
6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.

9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: Jeffrey J. Keller, PE  
Address: 9400 Ward Parkway, Kansas City, MO 64114  
Phone Number: 816-822-4371  
Facsimile number: 816-822-3414  
E-mail Address: [jkeller@burnsmed.com](mailto:jkeller@burnsmed.com)



By: Jeffrey J. Keller

Title: Project Manager

Date: 4/8/2020  
(Attach corporate seal if applicable)

Subscribed and sworn to before me this 8th day of April, 2020

My Commission Expires: March 14, 2024



Notary Public

ANGIE YELTON

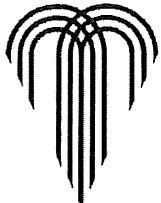
NOTARY PUBLIC-NOTARY SEAL

STATE OF MISSOURI

JACKSON COUNTY

MY COMMISSION EXPIRES 3/14/2024

COMMISSION # 12381302



## LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000927-1587

Project Title: Todd Creek WWTP Facility Plan

Burns & McDonnell Engineering Company, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Custom Engineering, Inc. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

(Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., "electrical," "plumbing," etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

Custom Engineering, Inc. will assist in the development of a Facility Plan for the Todd Creek WWTP, providing design services for electrical/power components. MBE Subcontractor will participate in site investigations to perform visual inspection of electrical assets to determine expected life. An incoming electrical power evaluation will be performed. MBE Subcontractor will also support alternatives analysis, providing one-line diagrams and backup power options for each alternative. These findings will be incorporated into the final report and preliminary design.

For an estimated amount of \$82,856 or 10% of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein,  
contingent upon award of the contract to Prime Contractor.

Signature: Prime Contractor

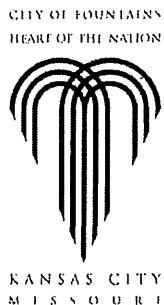
Jeffrey J. Keller  
Print Name

Project Manager 4/7/2020  
Title

Signature: M/W/DBE Subcontractor

Joseph T. Davis  
Print Name

CEO 04/06/2020  
Title



## LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000927-1587

Project Title: Todd Creek WWTP Facility Plan

Burns & McDonnell Engineering Company, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Dubois Consultants, Inc. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

Dubois Consultants, Inc. will assist in the development of a Facility Plan for the Todd Creek WWTP, providing design services for civil and structural components. MBE Subcontractor will participate in site investigations to perform visual inspection of structural assets to determine expected life. MBE Subcontractor will also support alternatives analysis, providing site piping drawings, preliminary site plans, and review of floodplain implications for each alternative. These findings will be incorporated into the final report and preliminary design.

For an estimated amount of \$142,851 or 18% of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein,

**contingent upon award of the contract to Prime Contractor.**

Signature: Prime Contractor

Jeffrey J. Keller

Print Name

Project Manager

4/7/2020

Title

Date

Signature: M/W/DBE Subcontractor

AJamu K. Webster

Print Name

PRESIDENT

4/6/2020

Title

Date



## LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000927-1587

Project Title: Todd Creek WWTP Facility Plan

Burns & McDonnell Engineering Company, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with Trekk Design Group, LLC. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

Trekk Design Group, LLC. will assist in the development of a Facility Plan for the Todd Creek WWTP, providing site documentation and surveying services. WBE Subcontractor will investigate and quantify interconnections with Platte County/Platte City sanitary sewers. WBE Subcontractor will digital laser scan information of the Todd Creek WWTP. A utility survey will be performed to verify location of gas, electric, water, sanitary sewer, and storm sewer utilities above and below grade. WBE Subcontractor will also provide data analysis support for cargo facility future flow and loading contributions to the Todd Creek WWTP.

For an estimated amount of \$56,527 or 7% of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein,

**contingent upon award of the contract to Prime Contractor.**

Signature: Prime Contractor

Jeffrey J. Keller

Print Name

Project Manager

4/7/2020

Title

Date

Signature: M/W/DBE Subcontractor

Trent Robinett

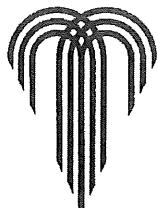
Print Name

Partner

4/6/20

Title

Date



## LETTER OF INTENT TO SUBCONTRACT

Project Number: 81000927-1587

Project Title: Todd Creek WWTP Facility Plan

Burns & McDonnell Engineering Company, Inc. ("Prime Contractor") agrees to enter into a contractual agreement with TSi Geotechnical, Inc.. ("M/W/DBE Subcontractor"), who will provide the following goods/services in connection with the above-referenced contract:

TSi Geotechnical, Inc.. will assist in the development of a Facility Plan for the Todd Creek WWTP, providing geotechnical services. WBE Subcontractor will perform 5 soil borings to a depth of 50 feet or auger refusal. Samples will be taken at regular intervals for standard laboratory testing. A preliminary geotechnical report will be provided summarizing recommendations for foundation design of previously identified structures.

For an estimated amount of \$20,382 or 3% of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein,

**contingent upon award of the contract to Prime Contractor.**

Signature: Prime Contractor

Jeffrey J. Keller

Print Name

Project Manager

4/8/2020

Title

Date

Signature: M/W/DBE Subcontractor

Denise B. Hervey

Print Name

CEO

Title

4/8/2020

Date

## **TIMETABLE FOR MBE/WBE UTILIZATION**

*(This form should be submitted to the City after contract award.)*

I, Jeffrey J. Keller, PE, acting in my capacity as Project Manager  
(Name) (Position with Firm)  
of Burns & McDonnell Engineering Company, Inc., with the submittal of this Timetable, certify that  
(Name of Firm)  
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and  
true to the best of my knowledge.

### **ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT**

*(Check one only)*

15 days	<u>      </u>	75 days	<u>      </u>	135 days	<u>      </u>
30 days	<u>      </u>	90 days	<u>      </u>	150 days	<u>      </u>
45 days	<u>      </u>	105 days	<u>      </u>	165 days	<u>      </u>
60 days	<u>      </u>	120 days	<u>      </u>	180 days	<u>      </u>
Other	<u>270 days</u>	(Specify)			

Throughout X Beginning 1/3 \_\_\_\_\_

Middle 1/3 \_\_\_\_\_ Final 1/3 \_\_\_\_\_

Beginning 1/3 35 % Middle 1/3 30 % Final 1/3 35 %

**PLEASE NOTE:** Any changes in this timetable require approval of the Human Relations  
Department in advance of the change.

If you have any questions regarding the completion of this form, please contact the Department  
of Human Relations at: (816) 513-1818.



(Signature)

Project Manager

(Position with Firm)

4/7/2020

(Date)



# REQUEST FOR MODIFICATION OR SUBSTITUTION

(This Form **must** be submitted to HRD to request substitutions for an MBE/WBE listed in the Contractor Utilization Plan or for modification of the amount of MBE/WBE participation listed in the Contractor Utilization Plan. This Form shall be an amendment to the Contractor Utilization Plan.)

**BIDDER/PROPOSER/CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PROJECT NUMBER OR TITLE:** \_\_\_\_\_

**AMENDMENT/CHANGE ORDER NO: (if applicable)** \_\_\_\_\_

<b>Project Goals:</b>	_____ % MBE	_____ % WBE
<b>Contractor Utilization Plan:</b>	_____ % MBE	_____ % WBE

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.

2. I hereby request that the Director of HRD recommend or approve: (check appropriate space(s))

a.  A substitution of the certified MBE/WBE firm \_\_\_\_\_,  
(Name of new firm)  
to perform \_\_\_\_\_,  
(Scope of work to be performed by new firm)

for the MBE/WBE firm \_\_\_\_\_ which is currently  
(Name of old firm)  
listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to  
perform the following scope of work: \_\_\_\_\_.  
(Scope of work of old firm)

b.  A modification of the amount of MBE/WBE participation currently listed on the  
Bidder's/Contractor's/Proposer's Contractor Utilization Plan from

\_\_\_\_\_ % MBE \_\_\_\_\_ % WBE (Fill in % of MBE/WBE Participation currently listed on  
Contractor Utilization Plan)

**TO**

\_\_\_\_\_ % MBE \_\_\_\_\_ % WBE (Fill in New % of MBE/WBE Participation requested for  
Contractor Utilization Plan)

c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.  
d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s) )

- The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.
- The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.
- The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.
- Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.
- The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.
- Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

4. The following is a narrative summary of the Bidder's/Contractor's/Proposer's good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or any other scope of work in the project:

5. Bidder/Proposer/Contractor will present documentation when requested by the City to evidence its good faith efforts.

Dated: \_\_\_\_\_

---

(Bidder/Proposer/Contractor)

By: (Authorized Representative)



# **CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT**

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The Undersigned, \_\_\_\_\_ of lawful  
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ who is the general  
(Title) (CONTRACTOR)  
CONTRACTOR for the CITY on Project No. \_\_\_\_\_ and Project Title \_\_\_\_\_.
2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.
- 3 (✓) \_\_\_\_\_ Prevailing wage does not apply; or  
(✓) \_\_\_\_\_ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.
4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (\_\_\_\_%) Minority Business Enterprise (MBE) participation and (\_\_\_\_%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_

---

Telephone Number (        )

IRS Number \_\_\_\_\_

### Area/Scope\*of Work

---

**Subcontract Final Amount**

2. Name of MBE/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_

Telephone Number (        )

IRS Number \_\_\_\_\_

## Area/Scope\* of Work

Subcontract Final Amount \_\_\_\_\_

*List additional subcontractors, if any, on a similar form and attach to the bid.*

Supplier\*\* Final Amount: \_\_\_\_\_

\*Reference to specification sections or bid item number.

() \_\_\_\_\_ Met or exceeded the Contract utilization goals; or  
() \_\_\_\_\_ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or  
() \_\_\_\_\_ No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.
6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If applicable you MUST attach copies of your final monthly workforce reports.**
7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.
8. If the Contract amount exceeded \$150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR\_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me  
appeared \_\_\_\_\_, to me personally known to be the  
\_\_\_\_\_ of the \_\_\_\_\_,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of  
\_\_\_\_\_ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

\_\_\_\_\_  
Notary Public



STATE OF MISSOURI )

) ss:

COUNTY OF \_\_\_\_\_ )

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: \_\_\_\_\_, Contractor

Work Performed: \_\_\_\_\_

Total Dollar Amount of Subcontract and all Change Orders: \$ \_\_\_\_\_

City Certified  MBE  WBE  DBE  NA

List certifications: \_\_\_\_\_

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Corporation
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify) \_\_\_\_\_

Subcontractor's Legal Name and Address

\_\_\_\_\_

Phone No. \_\_\_\_\_

Fax: \_\_\_\_\_

E:mail: \_\_\_\_\_

Federal ID No. \_\_\_\_\_

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: \_\_\_\_\_

(Signature)

(Print Name)

\_\_\_\_\_

(Date)

NOTARY

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
 \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

By \_\_\_\_\_

Print Name

Title

## ATTACHMENT F

## EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF MISSOURI )  
COUNTY OF Jackson ) ss )

On this 26th day of May, 2020 before me appeared  
Darin Brickman, personally known by me or otherwise  
proven to be the person whose name is subscribed on this affidavit and who, being duly sworn,  
stated as follows:

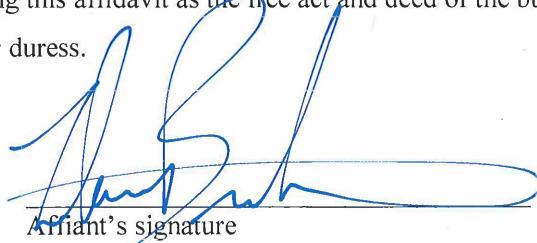
I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Vice President (title) of BURNS & mcdonnell Engineers (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.



Affiant's signature

Subscribed and sworn to before me this 26 day of May, 2020.

Angie Yelton  
Notary Public

My Commission expires: March 14, 2024

ANGIE YELTON  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 3/14/2024  
COMMISSION # 12381302

Company ID Number: 34471

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

### MEMORANDUM OF UNDERSTANDING

#### ARTICLE I

##### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Burns and McDonnell Engineering Co., Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

#### ARTICLE II

##### FUNCTIONS TO BE PERFORMED

###### A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 34471.

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherfrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

**Employer Burns and McDonnell Engineering Co, Inc.**

**Kathy Newman**

Name (Please type or print)

Kathy Newman  
Signature

**HR Analyst**

Title

**10/06/2006**

Date

Company ID Number: 34471

**USCIS Verification Division**

Name (Please type or print)

Title

*Electronically Signed*

10/02/2006

Signature

Date

# ATTACHMENT G

## Non-Construction Subcontractors Listing

Contractor shall submit Subcontractor information on this form prior to Subcontractor beginning Work. Contractor shall update this listing and keep it current for the life of the Contract.

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: Dubois Consultants, Inc. Email: Ajamu Webster awebster@duboisengrs.com	Address: 5737 Swope Parkway Kansas City MO 64130 Phone: 816-333-7700 Fax:
2.	Name: Custom Engineering, Inc Email: Joe Davis JTDavis@customengr.com	Address: 12760 E. US Highway 40 Independence MO 64055 Phone: 816-350-1473 Fax:
3.	Name: Trekk Design Group LLC Email: Trent Robinett trobinett@trekksdesigngroup.com	Address: 1411 East 104th Street Kansas City Missouri 64114 Phone: 816-874-4655 Fax:
4.	Name: TSi Geotechnical Inc Email: Brian Robben brobbens@tsigeotech.com	Address: 8248 NW 101st Terr. #5 Kansas City, MO 64153 Phone: 816-599-7965 Fax:
5.	Name: Geosyntec Consultants Email: Nicholas Muenks NMuenks@geosyntec.com	Address: 2009 East McCarty Street, Suite 1 Jefferson City, MO 65101 Phone: 573-499-5447 Fax:
6.	Name: Email:	Address: Phone: Fax:
7.	Name: Email:	Address: Phone: Fax:
8.	Name: Email:	Address: Phone: Fax:
9.	Name: Email:	Address: Phone: Fax:
10.	Name: Email:	Address: Phone: Fax:

Contractor – Company Name: Burns & McDonnell Engineering Company, Inc.  
Submitted By: Jeffrey J. Keller, PE  
Title: Senior Project Manager  
Telephone No.: 816-822-4371  
Fax No.:  
E-mail: jkeller@burnsmcd.com  
Date: 5/28/2020

**DESIGN PROFESSIONAL SERVICES**  
**AMENDMENT NO. 1**  
**CONTRACT NO. 1587 PROJECT NO. 81000927**  
**PROJECT TITLE – TODD CREEK FACILITY PLAN UPDATE**  
**WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Burns & McDonnell Engineering Company, Inc (Design Professional). The parties amend the Agreement entered into on June 15<sup>th</sup>, 2020 as follows:

WHEREAS, City has previously entered into a contract dated June 15<sup>th</sup>, 2020 in the amount of \$801,029.00; and

WHEREAS, the City desires to execute Amendment No. 1, in the amount of \$5,638,202.00, to amend the total contract amount to \$6,439,231.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 1st Amendment, City and Design Professional agree as follows:

**Sec. 1. Sections Amended.** The Contract is amended as follows:

- A. Add the following section(s):
  - a. Add “Exhibit B Amendment 1 Fee” to Attachment C after Exhibit A.
  
- B. Delete and replace the following section(s):
  - a. Delete “Attachment A Scope of Services”, and replace with “Attachment A Contract Amendment 1 Base Scope of Services.”
  
  - b. Delete “Attachment C Compensation Schedule (Effective Through 12/31/20)” and replace with “Attachment C Compensation Schedule (Effective Through 12/31/21)”
  
  - c. Delete Sec. 4, Paragraph A, Compensation and Reimbursables of Part I and replace with the following Sec. 4, Paragraph A:

**Sec. 4. Compensation and Reimbursables**

- A. The maximum amount that City shall pay Design Professional under this Agreement is \$6,439,231.00, as follows:
  1. \$3,200,419.00 for the services performed by Design Professional under this Agreement.
  2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional's performance under this Agreement, to include only the following, in an amount not to exceed \$2,738,812.00. The following are the reimbursable expenses that City has approved: Subcontractor direct costs paid by Design Professional, and reproduction of deliverables.
4. Design Professionals' maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$500,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.
5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed **3.04**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**. Each Optional Services shall be specifically authorized by City in writing, and a maximum billing limit shall be established before the work is started. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.
6. City may revise the Design Professional's Basic Services defined in **Attachment A Contract Amendment 1 Base Scope of Services** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporate and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and Compensation.
7. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
8. Design Professional's Engineering Fee Summary is contained in **Attachment C** and represents the basis for the maximum amount that the city shall pay the Design Professional under this agreement.

**Sec. 2. Sections not Amended.** All other sections of the Agreement shall remain in full force and effect.

**Sec. 3. Authorization.** If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

**Sec. 4. Effectiveness; Date.** This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

**DESIGN PROFESSIONAL**

I hereby certify that I have authority to execute this document on behalf of Design Professional

By:

Date: October 28, 2021

Title:

Senior Vice President

KANSAS CITY, MISSOURI

By:

DocuSigned by:  
D Matt Bond  
44458FCE838C4D6

Date: 11/8/2021

Title:

Deputy Director

Approved as to form:

DocuSigned by:  
Mark Jones  
099E44CFT8D41D

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

DocuSigned by:  
Teresa Daniels  
E0E28F64784D4B6

11/19/2021  
(Date)

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

**ATTACHMENT A**  
**CONTRACT AMENDMENT 1**  
**BASE SCOPE OF SERVICES**

Design Professional: Burns & McDonnell Engineering Company, Inc.

Owner: City of Kansas City, Missouri

Project: Todd Creek Facility Plan Upgrade

Contract No: 1587

**I. GENERAL**

The following paragraphs provide a general description of the WORK required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL (DP).

- A. The Project. The Water Services Department (WSD) of Kansas City, Missouri (CITY) intends to undertake facilities improvements for the Todd Creek WWTP (WWTP), which is currently located at 7600 NW144<sup>th</sup> Street in Kansas City, Missouri. The CITY is contracting with DP to provide the necessary design professional engineering services to develop a facility plan to identify needed improvements to the facility in support of the Todd Creek watershed. The facility plan will be followed by design and bid phase work for the recommended improvements.
- B. Background Information.
  1. The CITY is undertaking the Project to assure water quality in Todd Creek and downstream watersheds and provide for treatment capacity for current and future growth.
  2. Previous reports, the Wastewater Master Plan, operations data, lab data, and as-built drawings shall be made available to the DP.
  3. The CITY is undertaking the Project to develop a Facility Plan, Basis of Design Report (BODR), and a 100% design for the planned improvements Todd Creek WWTP.
  4. The CITY defines a Facility Plan as having less design detail than a Conceptual Design (10% design completion).
  5. DP shall use e-builder document management system.
  6. DP shall use a cost-loaded scheduling system such as Microsoft Project or P6.
  7. DP shall provide an updated S curve with the invoice.
  8. DP shall submit meeting agendas and expected DP attendees at least three days before each meeting and distribute draft meeting minutes within three business days of the meeting.
  9. DP shall review existing geotechnical reports and indicate if additional borings are necessary.
  10. Any instrumentation and controls (I&C) design work will be performed per WWTD I&C standards.
  11. DP shall prepare a recommendation for phasing for proposed work and recommendation on delivery methods based on constructability, risk, funding, uncertainty of projects, and other recommended factors.
- C. Follow-On Phases. At the CITY's discretion and after completion of the Project, the DP may be requested to provide other services, including additional design work, construction phase services, and providing a resident project representative (RPR) during construction of improvements at the Todd Creek WWTP.

D. Coordination. The DP shall coordinate with the Army of Corps of Engineers, Platte County, railroads, and other utilities and agencies as required to complete the WORK. The DP will be required to coordinate its design with the CITY's Overflow Control Program (OCP), other DPs, and contractors involved in ongoing projects.

E. General Description of Activities. The Basic Scope of Services (the WORK) to be performed by the DP consists of professional engineering services includes planning and design of the following facilities:

1. Development of a facility plan, evaluating the condition and capacity of the existing WWTP, future flow and loads, future regulatory requirements, and evaluation of improvements to meet projected conditions to a 2045-2050 planning horizon.
2. 8.7 MGD peak flow capacity influent pump station with mechanical screening located near the existing interceptor sewer approaching Todd Creek WWTP
3. A maximum 8.7 MGD peak capacity grit removal system including grit removal, concentrator, classifier, conveyor (as needed), and a building to house the equipment
4. A splitter structure to allow process water to be routed to separate treatment trains
5. A biological secondary treatment system sized for 3.4MGD average daily flow with maximum month organic loading as described in the Facility Plan. The system will be capable of treating for BOD, TSS, Total Nitrogen, and Total Phosphorus as described in the facility plan. The basis for scope and fee is aerated granular sludge (AGS)
6. An ultraviolet disinfection system sized for an average daily flow of 3.4 MGD
7. Effluent metering and cascade aeration structure
8. Aerobic sludge digestion, thickening, and storage facilities sized for the 3.4 MGD facility
9. Odor control at the influent pump station and grit systems
10. Automation/control and SCADA systems as outlined in the Facility Plan
11. New operations and administration facilities at the new WWTP site.
12. Ancillary improvements to the project site and required inbound utilities to support operations.

F. Project Needs/Goals

1. DP will provide conceptual, preliminary, and final design services for the Todd Creek WWTP facility based on the selected alternative outlined in the Facility Plan. The design will include a charrette-based approach to accelerate the design process by maintaining a collaborative environment.
2. DP will prepare a recommendation for possible phasing of plant improvements.
3. DP will develop cost-of-service projections based on the incremental capital and O&M costs required to treat flow and loads from "Project 8" and from Kansas City International Airport (KCI) spent aviation deicing fluid (SADF), respectively.
4. DP will lead an evaluation of potential ENVISION points and rating for the facility through a project workshop. The current scope does not include official submission of Project to ISI.
5. DP will support City in bidding the project Work and selecting a contractor to build the new facilities.
6. DP will use web-based e-Builder document management system provided by the City.

G. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:

1. Task Series 100 - Project Management and Administration
2. Task Series 200 – Site Investigation and Data Review
3. Task Series 300 – Facility Plan
4. Task Series 400 - Envision™ Sustainability Design
5. Task Series 500 - Public Outreach
6. Task Series 600 - Preliminary Design

- 7. Task Series 700 - Develop Construction Contract Documents
- 8. Task Series 800 - Bid Phase Services
- H. Travel. DP may request pre-approval for reimbursement of non-local travel. The CITY's Project Manager may approve or disprove the travel expense. Any travel request after the fact shall be denied.
- I. Explicit Responsibilities. The Scope of Services explicitly sets forth what DP will perform and does not implicitly put any additional responsibilities or duties upon DP. The DP agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Optional Services upon written authorization from the CITY.
- J. Closeout. Design Professional will provide deliverables and requested backup files. HRD completion forms and other required documents will be submitted before final payment.
- K. Construction Procurement. Design documents developed by DP will be of sufficient detail for the CITY to obtain bids through a conventional bidding process. One set of Construction Contract Documents will be developed for the construction of treatment facilities by a single general contractor.
- L. Capital or Annual Cost Opinions. All opinions of probable construction cost developed will generally follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97 with regard to methodology and accuracy. Since DP has no control over the cost of labor, material, or equipment furnished by others not under contract to DP, DP's opinion of probable cost for construction of the Work will be made on the basis of experience and qualifications as a DP. DP does not guarantee that proposals, bids, or actual project costs will not vary from DP's opinions of probable cost. The cost opinions' level of accuracy presented by DP will be as noted in subsequent paragraphs of this Scope of Services. All opinions of probable operations and maintenance costs will be made on the basis of experience and qualification as a DP. DP does not guarantee that actual operations and maintenance costs will not vary from the DP's opinions of probable operations and maintenance costs.

## II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS

- A. Project Milestones - Facility Plan Update
  - 1. Task Series 100 shall be completed within 390 calendar days following the City's issuance of a Notice To Proceed, NTP, to the DP
  - 2. Task Series 200 and 300 shall be completed within 390 calendar days following the CITY's issuance of a NTP.
  - 3. Task Series 400 shall be completed within 390 calendar days following the CITY's issuance of a NTP.
  - 4. All tasks identified in this Scope of Services, except those identified as Optional Services, shall be performed within 390 calendar days of the written Notice to Proceed. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.
  - 5. DP may suggest schedule modifications to the scope of work
- B. Project Milestones - Design Bid
  - 1. DP will complete the Project Task Series items within the schedule provided below:

Task Series	Days Following CITY's Notice to Proceed Date
100	540

200	120
300	N/A
400	540
500	540
600	370
700	540
800	540

2. All tasks identified in this Scope of Services, except those identified as Optional Services, shall be performed within 540 calendar days of the written Notice to Proceed. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.

C. The CITY hereby commits to review deliverables and provide comments within fourteen (14) calendar days after receipt of deliverables from DP. CITY will endeavor to provide consolidated written review comments to DP within a fourteen (14) calendar day period. A review meeting will be scheduled and conducted by DP no more than fourteen (14) calendar days after receipt of written consolidated CITY review comments unless a mutually agreed upon date outside this schedule window is selected.

Design Professional (DP) will be evaluated at each deliverable or as deemed appropriate by the CITY and the end of the Project per the Water Service Department's Design Professional Evaluation Process. WSD or DP may elect to have additional evaluations during construction phase services. Evaluations shall be submitted to the DP's Project Principal. DP shall have the opportunity to formally comment on the evaluation and request a meeting to discuss the evaluation(s).

### **III. BASIC SCOPE OF SERVICES**

The following Task Series describes the Basic Scope of Services to be provided by the DP under the Project.

#### **TASK SERIES 100 – PROJECT MANAGEMENT AND ADMINISTRATION**

The purpose of Project Management and Administration will be to manage, direct and oversee each element of Basic Services identified herein and subcontractors employed by the DP in completing the Work. DP will provide the following management activities:

##### **Task 101 Project Management Services**

Provide project administration management services necessary throughout the Project to successfully manage and complete the Work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project-specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

##### **Task 102 Monthly Invoicing and Project Status Reports**

Prepare and submit monthly invoices (showing task, staff name including office location, classification, direct hourly rate, multiplier, and hours worked on each task) on a form acceptable to the CITY. Provide a monthly project status report which shall accompany the monthly invoice submittal. If applicable, a list of the tasks in progress or completed shall be attached with each invoice. The monthly progress status reports shall document work progress, the percentage of completed work, earned value, schedule status,

and budget status. The monthly project status report shall identify work performed by DP, the work activities anticipated to be performed the next month, action items required by CITY, previous decision items, potential to go over budget along with corrective actions, and potential project scope variances with corrective actions. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

### **Task 103 Subconsultant Agreements and Administration**

Prepare a scope, budget, schedule, and agreement for its subconsultants involved in the Project. Conduct coordination meetings as required to prepare subconsultant agreements, review deliverables and execute the defined scope of work. Provide administration of subconsultant agreements and subconsultant work including deliverables, subcontractor invoicing, and schedule maintenance. Prepare monthly M/WBE subcontractor utilization reports and submit in the required format to the CITY's Human Relations Department.

### **Task 104 Quality Control**

DP's Quality Control Program will be implemented on all phases of the Project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

### **Task 105 Project Kickoff Meeting**

After Notice to Proceed is given by CITY, DP shall organize and conduct a Project Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, review draft outline of DP's proposed Work Plan, and other logistics of project execution, including anticipated project schedule, cost loaded schedule, expected MBE/WBE utilization schedule, and general content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY Staff three business days before the meeting and prepare and distribute the meeting minutes within three business days of the meeting date.

### **Task 106 Work Plan**

**1. Work Plan Format.** DP shall prepare a written Work Plan. The Work Plan for the Project includes, at a minimum, the following:

- a. A summary of dedicated key team members' roles and responsibilities, including all task managers, field crew leaders, and contact information. Any major changes in personal assignments from the RFP should be noted and approved by the CITY.
- b. A summary of the Project's scope of services.
- c. A detailed cost-loaded schedule for the performance of all work.
- d. Sustainable planning and design goals, objectives, and processes.
- e. Communication protocols for the project team.
- f. Document format, naming conventions, storage, handling, and distribution details as needed to support the function of the project team.
- g. Define any issues requiring special coordination with CITY and/or adjacent projects.

**2. Submitting Work Plan.** DP shall submit the draft Work Plan (a single electronic file in portable document format - PDF) within seven calendar days of the notice to proceed. CITY will review the draft Work Plan and provide comments within seven calendar days of receipt of the draft Work Plan.

Revise the draft Work Plan as necessary to respond to CITY's comments and submit an electronic PDF file including a Gantt chart in Microsoft Project within 14 calendar days of receipt of CITY's comments. The Work Plan shall be updated and maintained throughout the Project, with updates provided to CITY when requested.

### **Task 107 Progress Meeting**

Participate in monthly progress meetings with CITY to provide updates of work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision Logs, and potential cost savings proposals. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY 3 days before each meeting and prepare/distribute meeting minutes within three days after the meeting. For budgeting, this scope includes up to eleven (11) meetings during facility planning and up to eighteen (18) meetings during design and bid phase work.

### **Task 108 Charette Planning Workshop**

After the commencement of the design scope of work, DP shall provide a planning workshop with the City to review the elements of charrette-based design. The workshop will establish the required attendees for design charrettes, the number of charrettes, and an approximate schedule and agenda for each. A set of meeting minutes documenting key decisions will be produced by the DP after this workshop for distribution.

## **TASK SERIES 200 - SITE INVESTIGATION AND DATA REVIEW**

### **Task 201 Review Existing Documents and Drawings**

DP shall perform a compilation and review of pertinent existing documents including but not limited to: 2016 Comprehensive Wastewater Master Plan, schematics, existing site plans, scanned as-built drawings, hard copy as-built drawings, flood plain and floodway data, existing geotech reports, and other sources provided by the CITY.

### **Task 202 Flow and Loading Projections**

1. DP shall review current and historical plant performance data provided by CITY. DP will review historical development and population in the watershed served by the Todd Creek WWTP. In particular, the DP will review the master plan projections and how they compare to actual flows and loads to Todd Creek. DP will evaluate the change in the number of flights from KCI, industrial loads, and development in the service area to estimate loading to the facility from the airport versus other significant sources. DP will obtain development records from Platte County and KCMO City Planning. KC Water will help DP in obtaining all City information.
2. DP will meet with the KCMO City Planning & Development Department, Platte County, and the Mid-America Regional Council to understand the future buildout of the service area and the status of planned developments. DP shall also obtain the City's latest utilization and growth projections for the Kansas City International Airport.
3. DP will evaluate standard loading increases based on the proposed land usage, any active developments, actual flows, and load data available from Smart Sewer Program (SSP) monitoring data and any existing WWTP data. DP may suggest additional data gathering or request data from similar Midwestern Metropolitan area utilities as additional scope. Based on this information, DP

will develop forecasts of flow and loading to the Todd Creek WWTP through a 30-years planning period and a rough estimate of flow and loading due to service area buildout. DP will develop projections based on time and on-the-ground development and airport activities.

4. KC Water has at least one interconnection with Platte County and/or Platte City and accepts flow per a service agreement. DP will verify and quantify the existence of these interconnection(s), comment on the physical integrity of the interconnection piping based on currently available data, the current and future flow and loading contribution from these interconnections, including commercial and industrial sources where data is available and consider this information in the development of overall projections of flow and loading to and subsequent infrastructure needs for Todd Creek WWTP.
5. Finally, DP will develop a methodology that KC Water can use to compare anticipated loading to actual to allow annual adjustment of the timing of facility improvements within the KC Water CIP. This method will consider loading increase to the Todd Creek WWTP based on the status of planned developments (platting etc..), current and future deicing plans at KCI, and actual flights at KCI. The method will balance competing objectives, including reduce operational risks, reduce project execution risks, and maximizing the delay of future improvements.

### **Task 203 Site Investigation**

DP shall review the condition of assets at Todd Creek WWTP from the Wastewater Master Plan and perform a visual inspection of the treatment, power, structural, architectural, and HVAC assets at the site. DP will use observed condition, input from O&M staff, and industry-standard life expectancy values to project the remaining useful life of fixed and rotating assets and compare them to CITY's asset standards for expected life and the data collected during development of the Wastewater Master Plan, noting significant deviations.

### **Task 204 Utility Survey**

DP shall perform a Utility Survey of CITY property around Todd Creek WWTP. The Utility Survey will verify the location of existing utilities (gas, electric, water, sanitary sewer, storm sewer) both above and below grade where this information is available. Survey will also provide a sizing/capacity of incoming utilities when this is provided by the service provider.

### **Task 205 Load Capacity and Electrical Work**

DP will perform a visual review of the condition of electrical power feeds from Missouri Public Service Commission (PSC) and Platte-Clay Electric Cooperative, switchgear, substations, and MCCs. DP will provide an opinion regarding the available capacity of the existing power feed and any improvements needed to meet current code and CITY's preference for redundancy.

### **Task 206 Antidegradation Study of Todd Creek and Regulatory Guidance**

DP will prepare a workplan for the Todd Creek WQAR. In coordination with the project team, and with approval by the CITY, Geosyntec will submit the workplan to the Missouri Department of Natural Resources (MDNR) antidegradation review staff for review and comment. This task assumes preparation for and attendance of one meeting in Kansas City with the project team.

Depending on the antidegradation review pathway, biochemical oxygen demand (BOD) and total suspended solids (TSS) effluent limits for the Todd Creek WWTP expansion may hinge on the results of DO and ammonia wasteload allocation modeling for the Todd Creek receiving stream. Previous DO modeling in nearby watersheds has indicated that DO water quality standards may be challenging to meet due to naturally occurring low stream reaeration rates in the ecoregion. In this Task, Geosyntec

will conduct a DO wasteload allocation model to help confirm BOD and TSS limits to be included in the facility plan. Todd Creek (waterbody identification #0316) is not currently listed as impaired for DO. Therefore, a Level 1 Analysis – Uncalibrated model is presumed sufficient for DO modeling as per MDNR DO Modeling Guidance[1]. For a Level 1 Analysis, Geosyntec will utilize a modified Streeter-Phelps spreadsheet water quality model to support the antidegradation review. A stream morphology and flow assessment will be completed for model input. This task assumes no water quality data will be required for model calibration and that nutrient modeling will not be required.

### **Task 207 Review Meeting**

DP shall conduct one review meeting with CITY staff. This meeting is to be held following completion of the site investigation activities. The purpose of this meeting is to review existing conditions and to confirm the findings from the investigations done under Task 200. Meeting minutes from the review meeting will be developed and distributed to document field direction, topics of concurrence, and recommendations.

### **Task 208 Site Survey Deliverables and Review**

DP will present the results of Task 200 activities and provide the following deliverables to CITY for review and consideration:

1. Survey/LiDAR model files of the Todd Creek WWTP and existing condition photography.
2. Draft antidegradation report including documentation of the field activities, calculations, findings and recommendations, and a recommendation of effluent water quality requirements and documentation of coordination with the Missouri Department of Natural Resources (if required).
3. Technical Memoranda including results of the utility study, the condition and estimated remaining life of key assets at the Todd Creek WWTP and forecasts of development, population, and flow/load to the Todd Creek WWTP.

CITY will provide review comments, and DP will address comments and subsequently issue revised deliverables.

### **Task 209 Design Phase: Review Service Area Buildout Projections and Basis of Design**

At the initiation of the design phase of work, perform three buildout population projections for the existing Todd Creek service area based on information provided by the 2017 Comprehensive Master Plan, the values provided in the existing Second Creek Area Study, and values provided by the City's Planning Department, respectively. Compare these three to the projection developed in the Todd Creek Facility Plan Update. Review results with the City to establish an agreed-upon value for treatment plant sizing and staging through at least a 20-year period.

### **Task 210 Design Phase: Geotechnical Investigation**

Conduct geotechnical engineering services, including exploratory fieldwork, laboratory and field testing, and preparation of geotechnical reports. The geotechnical report shall include professional interpretations/opinions of the probable soils to be encountered. DP may also make use of previous geotechnical reports. The geotechnical investigations will be sufficient to complete the detailed design of the treatment facility. Up to eighteen (18) borings for expected structures and ten (10) borings for plant roads will be completed. The results of the geotechnical investigations shall be prepared in a report.

Report - A geotechnical report shall be prepared and shall discuss the general soil and groundwater conditions underlying the site; present the relevant engineering properties of the existing soils; provide

excavation and earthwork recommendations, including minimum setbacks from adjacent structures, and recommend design criteria and parameters for pipe bedding and other earth supported improvements. Submit four (4) copies of the initial geotechnical report to CITY for review and comment. Revise the report to address review comments and include the final report as an appendix to the Conceptual Design Memorandum. The final geotechnical report will be submitted in both PDF and TIF formats.

#### **Task 211 Address MDNR Comments to Facility Plan Update**

Address any comments or questions result from MDNR review of the Facility Plan Update completed in the previous scope of work. Review the proposed responses to MDNR with the City for approach before submission. Revise Facility Plan as needed to address MDNR comments.

#### **Task 212 CIP Timing Tool Completion**

DP will continue the development of the methodology and tool described in Task 202, Item 3. The tool will also include provisions for large commercial/industrial development projects that could impact flow and/or loading to the Todd Creek WWTP.

#### **Task 213 Update Site Survey**

Update the site survey developed in the previous scope of work to include existing easements and the location of existing utilities. Provide the electronic file in both native and PDF form to the CITY.

#### **Task 214 Site Visits**

To better facilitate understanding both operational and design needs for the AGS technology and to support the successful long-term operation of the new WWTP facilities, DP will visit up to two existing AGS facilities with City to review operations and design details. The budget is established for one site visit in Foley, Alabama, and a second site visit to a yet-undetermined site.

#### **Task 215 Develop Draft Project Phasing Plan**

Develop a draft phasing plan for construction of the plant improvements contained in the Facility Plan and the Conceptual Design Technical Memorandum chosen by CITY. The plan shall consist of two or more construction phases under separate construction contracts, if recommended, in collaboration with the CITY to manage CIP budgeting and uncertainties regarding future watershed needs.

#### **Task 216 Review Meeting**

Lead a review meeting with CITY to summarize the findings from Series 200 activities and impacts on the concept previously described in the Facility Plan Update. Document any significant changes to the concept to be incorporated into the 30 percent design. Distribute meeting minutes to attendees.

### **TASK SERIES 300 – FACILITY PLAN**

#### **Task 301 Preliminary Review**

1. DP shall evaluate the hydraulic and organic treatment capacity of the existing liquid and solids processes at the Todd Creek WWTP.
  - a. An initial evaluation will be a “desktop” analysis and will include data from available sources, as-built drawings, and plant performance data provided by KC Water. It will not include field performance measurements of equipment, structures, and processes.

- b. Bottlenecks in hydraulic or organic capacity identified in the desktop analysis, or unit processes where desktop capacity is determined by KC Water to not be adequate for the purposes of facility planning shall undergo field evaluation for capacity and/or performance. The cost of this activity will be covered in a dedicated allowance in the project budget.
  - c. The completed evaluation will include an updated hydraulic profile and a biological process model.
- 2. DESIGN PROFESSIONAL shall receive and review the engineering report from the Kansas City Missouri Aviation Department (KCAD) regarding the management of spent aviation deicing fluid (SADF). DP shall provide KCWater with a letter identifying any areas of concern with the report recommendations and potential follow-on activities to address the concerns.
- 3. KCAD is currently conducting an evaluation of and recommendations for improvements to the existing Terminal Facility deicing storage, transport, and potential pretreatment of the flows to Todd Creek WWTP. This does not include the Cargo Facilities deicing collection, storage and transport. KCWS is a partner in this effort and is responsible for the storage, transport and treatment of the flows. The combined flows include both Terminal and Cargo facilities volumes as all collected flows are pumped from the existing Terminal Facilities pump station to Todd Creek WWTP. DESIGN PROFESSIONAL shall use available data from the CITY as well as publicly available aviation industry data to develop high-level projections and statistical values of flow and loading of SADF originating from the Cargo facilities. KC Water staff will coordinate to provide access and obtain data to fulfill the objectives of this effort. DP will integrate the results of the study currently being performed for the Terminal area deicing system and facilities in addition to the projected statistical data for the Cargo area deicing system and facilities.
- 4. DESIGN PROFESSIONAL shall develop and submit an engineering report that includes the hydraulic capacity and organic capacity for the current treatment unit processes for both liquid and solids processes; results from the model providing the probability of the plant meeting current and planned water quality limits with current and projected loading with and without airport SADF. DP will develop loading analysis with summer and winter temperature variations. DP will evaluate potential negative process impacts from treatment of SADF and provide potential options for mitigating these impacts. DP will provide an updated flow and load projection based on population growth, projected and planned land use, and airport development and growth. DP will coordinate with Platte County, the Department of Planning and Development, and MARC to determine flows based on approved and anticipated land usage. CITY reserves to right to have DP perform sensitivity analysis on more uncertain parameters. DP has provided an allowance for sensitivity analysis.
- 5. DP will lead a meeting with the City to review the findings within the completed sections of the engineering report. City will provide review and comment on the draft to the DP for incorporation into the report. DP will provide an updated engineering report to the City.

### **Task 302 Alternative Evaluation Review**

DP will meet with PM and City staff to perform a high-level review of multiple potential project alternatives/technologies, resulting a short list of up to 4 alternatives. These alternatives would include both on-site upgrade/rebuild and greenfield facility options. DP shall submit a report that contains an evaluation of up to 4 facility alternatives. Each alternative evaluation should include, but not be limited to: initial process flow and electrical 1-line diagrams, site plan, an AAEE level 4 total cost of ownership, discussion on operation and operability, feasibility and complexity of construction and integration of improvements and/or new facilities without disruption of existing operations, the ability of the alternative to meet future permitting requirements, aesthetic and access considerations, and its ability to

be cost- effectively phased. Alternatives shall be evaluated using the CITY's quadruple bottom line process to determine the preferred alternative.

### **Task 303 Alternative Evaluation Review**

DESIGN PROFESSIONAL shall develop the preferred alternative from Task 301 into a conceptual design with the following approximate levels of completion:

Discipline	%	Key Discipline Design Content
Process	60	Draft Process flow diagrams and physical sizing for alternatives, rough integrated liquid and solids model with documentation of model parameters and scenarios to examine feasibility and need for additional sampling, validation steps, pilots, and physical models.
Site Civil	5	Major site piping sketched with a focus on right of way concerns., draft siting of major buildings/structures, review of nearby floodplain/way
Geotechnical	5	Possible boring(s) identified
Structural	5	Identify structural design requirements for the facility and recommended materials of construction
Mechanical (process piping)	0	
HVAC	5	Identify classification of key areas of the facility per NFPA 820
Plumbing	0	
Architectural	10	General arrangement and footprint of major structures, occupancy code, major materials of construction, and an architectural rendering of the facilities to use in communication and public outreach
Electrical	5	One-line diagram including backup power
P&IDs	30	Draft below the line (process) equipment for major process equipment.
Sequences of Operation, Control Block Description, Control Description Narrative	0	-

### **Task 304 BIM and 1-Line Model Development**

DP will develop a BIM of the preferred alternative utilizing the City's standard BIM modeling protocol. Process and building envelopes will follow LOD 200 and all other discipline work will follow LOD 100 as defined by LOD 2019, published by BIMForum / buildingSMART International. The model will incorporate information from all tasks in Series 200 and 300, as applicable.

### **Task 305 Review of Project Delivery Alternatives**

DP will evaluate the likely overall project design, bid and construction schedule for both design-bid-build project execution as well as design-build, assuming the use of the CITY current project procurement methodology. The impacts on overall schedule will be communicated to CITY to aid in determining the appropriate procurement method.

### **Task 306 Final Report**

DP shall submit a Final Report consisting of a Facility Plan that conforms to all requirements of 10 CSR 20-8.110 Engineering – Reports, Plans and Specifications (Missouri Code of State Regulations) and

specifically to all requirements of Section (4) Engineering Reports or Facility Plan. It shall also include the following:

1. Incorporation of findings from the engineering report developed in Task 200.
2. A description of the preferred alternative as well as concept design documents.
3. A phasing plan on when to implement projects based on, but not limited to, the need for increased capacity, more stringent effluent limits, asset lifecycle, etc.
4. Class 4 construction cost estimate including any major equipment quotes and projected O&M costs.
5. ENVISION/Quadruple Bottom Line analysis spreadsheets and/or information.
6. A recommendation of the preferred project delivery method for the recommended alternative based on project drivers.

DP shall provide a draft set of deliverables for review by City and lead a review meeting to discussing the content and findings in the deliverables. Comments from the City will be addressed, and DP will provide a revised set of final deliverables to the City.

### **Task 307 Facility Plan: Geotechnical Investigations**

During the facility plan scope of work, DP will review existing geotechnical reports to determine if they are sufficient. If sufficient, DP may make use of previous geotechnical reports in the preliminary design development. If the DP or CITY recommends, the DP will provide geotechnical engineering services including exploratory field work, laboratory and field testing, and preparation of geotechnical reports. The geotechnical investigations will be sufficient to complete a preliminary design of new assets for the Todd Creek WWTP. A geotechnical report shall be prepared and shall discuss the general soil and ground water conditions underlying the site, present the relevant engineering properties of the existing soils, provide excavation and earthwork recommendations, including minimum setbacks from adjacent structures, and recommend design criteria and parameters for pipe bedding and other earth supported improvements. Submit initial geotechnical report to CITY for review and comment. Revise the report to address review comments and include the final report as an appendix to the Facility Plan Report. The final geotechnical report will be submitted in both PDF and TIFF formats. An allowance of \$23,500 has been included in the DPs fee for up to five borings, laboratory testing and reporting, and DP labor for subcontracting and project management.

## **TASK SERIES 400 - ENVISION™ SUSTAINABILITY DESIGN**

### **Task 401 Facility Plan: ENVISION Analysis**

The DP will work with the City to integrate sustainable design elements into the Work during facility planning using the recently updated KC Water Envision Playbook which uses Envision V3. The new KC Water Envision process, tools, and templates will be used by the DP for evaluating of the alternatives. This process will use both Tier 1 and Tier 2 KC Water Envision processes to first help screen alternatives (Tier 1) and then to evaluate the final selected alternatives (Tier 2). The outcomes will include how sustainability was evaluated as part of the alternative development and propose next steps to continue the evaluation of sustainability through design. Following are the subtasks for this task:

1. Envision Conversation Guide

DP will participate in up to three (3) meetings including a kickoff meeting to introduce the KC Water Envision Sustainability Playbook and tools. DP will assist the City with completing the Conversation Guide by participating in up to two (2) meetings with the City's project manager and other key project members. DP will document the discussions and outcomes in the conversation template.

2. Tier 1 Envision Evaluation Support

DP will assist with evaluating up to eight (8) project alternatives using the Tier 1 Sustainability Tracking Spreadsheet by participating in up to two (2) meetings. DP will assist City with completing the Tier 1 Envision evaluation by participating in alternative evaluation meetings, reviewing provided information on each alternative, and in addressing questions from the City and/or the project team. DP will complete Tier 1 Sustainability Tracking Spreadsheet Worksheet for up to eight (8) project alternatives. DP will document the Tier 1 evaluation using the Tier 1 tracking spreadsheet.

3. Tier 2 Envision Evaluation Support

DP will assist with evaluating up to four (4) project alternatives using the Tier 2 Envision Project Assessment by participating in up to two (2) meetings. DP will assist City with the Tier 2 Envision evaluation process by participating in these meetings, reviewing provided information on each alternative, and in addressing questions from the City or project team. DP will complete the ISI Envision on-line project scoring for each alternative per KC Water Sustainability Playbook. DP will summarize results of the on-line scoring and document results.

4. Envision Evaluation Report

The Final Report described in Part 306 of this scope will include an accounting of the Envision process used in the alternative evaluation as defined in the Task 401 scope. DP will summarize the Envision results for each alternative evaluated, and the outcome of the evaluations. DP will provide an accounting of the Envision credits to be continued in the design phase per the updated KC Water Envision Playbook.

The complete Envision credit support documentation is NOT included in the Basic Scope of Services. If the City decides to move forward with Envision verification, additional DP support services will be provided as Optional Services. All Envision credit evaluation shall be completed by or under supervision of a certified Envision Sustainability Professional (ENV SP).

**Task 402 Design Phase: ENVISION™ Credits**

The DP will work with the City to integrate sustainable design elements into the Work during design phase using the KC Water Envision Playbook which uses Envision V3. The KC Water Envision process, tools, and templates will be used by the DP for evaluating the alternatives. DP shall evaluate using the Tier 2 process and review recommendations, project needs and improvements to achieve incomplete credits. DP will utilize the Conversation Guide (Dated 11/10/2020) to document the planning, pre-design, design, and construction sustainability items considered for this Project. The following are the subtasks for this task:

1. Envision Status Review Meeting

Meet with the design team to review the previous Envision Materials developed for the Project, including but not limited to the Tier 1 Alternative Analysis and the Tier 2 Facility Plan Rating. Discuss factors that

lead to the development of this Project and how sustainability was a factor that impacted these decisions. Areas of uncertainty and potential areas of improvement will be identified to help the project team understand where opportunities might exist to promote a more sustainable overall project. Distribute meeting minutes to the team after the meeting.

## 2. Envision Project Kickoff Meeting

Meet with Design Team and City staff to set achievable sustainability goals for the Project to guide decisions during design and measure successful implementation after completion. Utilize and review the Conversation Guide as an outline for meaningful conversation with pertinent decision makers that will identify opportunities to push project sustainability beyond the standard industry approach. Distribute meeting minutes and an updated Conversation Guide to the team after the meeting.

## 3. Tier 2 Envision Project Assessments

Conduct a Tier 2 Envision Project Assessment by evaluating the Project's current sustainability standing by using the Envision online scoresheet at the ISI website at the 30%, 60%, and 90% milestones, filling in the required information as outlined in the 2020 Sustainability Playbook. Meet with the Design Team and City staff to review this assessment at the start of each of the next design phases to outline areas to focus on moving forward.

## 4. Project Sustainability Report

At Final Design, develop a Facility Sustainability Evaluation Memo to be included as an appendix in the Final Design Report describing the various sustainable aspects of the Project. Include the latest Tier 2 Assessment results.

## 5. Meetings & Administration

Attend weekly meetings as needed to discuss topics related to sustainability. Review questions from the Conversation Guide at the meeting when applicable and send out the updated Conversation Guide based on the team's discussion at the meeting. Attend public meetings as needed to discuss and/or answer questions about project sustainability and the Envision Rating System. Invoice on a monthly basis.

Submittal of Envision™ verification documentation as required for Envision™ certification is not included in this Basic Scope of Services and will be performed as Optional Services at the request of the City.

# **TASK SERIES 500 - PUBLIC OUTREACH**

## **Task 501 Communication with Property Owners & Stakeholders**

Assist CITY with responding to inquiries from businesses owners, property owners, and other stakeholders throughout at duration of the Project. Attend 1 public meeting to present the concept facility to meeting attendees and address comments. Develop materials for public distribution at the public meeting. Document communications with property owners and promptly provide copies of said documentation to CITY. CITY shall respond to requests for information. The level of effort assigned to this task is 70 labor hours.

## **Task 502 Public Project Website/Webpage**

Assist City with development and updating a Project specific webpage hosted by the City and targeted to the public. Provide monthly updates, as requested to keep the webpage content accurate. The level of effort assigned to this task is 40 labor hours.

## **TASK SERIES 600 – PRELIMINARY DESIGN (30%)**

### **Task 601 Preliminary 30% Design Drawings**

Update the existing BIM to generate 30% design drawings. The model and drawings shall have sufficient detail to show the work for each discipline. The level of detail in the drawings and Basis of Design Memorandum shall be sufficient to proceed, after Owner review and comment, with the development of Construction Contract Documents by DP. See Task 606 below for additional requirements pertaining to the development of Basis of Design Memorandum. The preliminary drawings will identify known conflicts with other utilities and stakeholders. The format used for the drawings will be required to comply with CITY's electronic format requirements and its own design procedures, drafting and BIM standards, and design criteria.

### **Task 602 Preliminary Design Charrettes**

As an initial step in the 30% design process, DP will lead up to two (2) design charrette meetings with City engineering and O&M staff to accelerate the design of the Todd Creek WWTP. The meetings may occur virtually or in-person and will focus on reviewing existing design documents from other facilities which may serve as a design basis for Todd Creek facilities. Preferred elements of those designs will be identified as well as other City preferences to support the design effort. City will provide attendees relevant to the schedule subject matter and with adequate decision-making authority to contribute to the meeting. Meeting materials will be provided in advance, and meeting minutes will be provided to all attendees.

### **Task 603 Recommended Construction Phasing Plan**

Update recommended construction phasing and construction contracts for the scope of the Project considering the CITY's financial requirements, constructability, and other concerns.

### **Task 604 Risk Management Plan**

Develop Construction Sequencing and Risk Mitigation Plans. Given the critical nature of the Todd Creek Wastewater Treatment Plant, DP and CITY staff will jointly perform a risk analysis consisting of risk identification, risk assessment, and risk mitigation planning. The following subtasks describe services to be provided by DP to assist with the development of detailed step-by-step plan to implement treatment facility improvements and to identify potential risks or issues that need to be managed as risks related to each element of the work.

1. DP will develop a sequencing plan to construct these new treatment works while maximizing the ability of the existing plant to treat incoming wastewater, with a focus on potential impacts from Project 8. Consider the schedule to put new facilities into service in coordination with modification of existing equipment and ancillary systems, and equipment replacement requirements at the existing WWTP. This plan will be developed to address sequencing and construction constraints and incorporated into the Construction Contract Documents.

2. DP will work jointly with CITY staff to develop a draft risk management planning matrix. This matrix will identify potential risks and constraints that may negatively impact the existing WWTP's ability to treat wastewater during the planned construction of new facilities as defined in the Basis of Design Memorandum.
3. DP will perform a preliminary assessment of the probability of each potential risk occurring and the impact of the risk on sustaining reliable plant operations at the old facility while meeting schedule requirements and achieving technical performance for the new facility.
4. DP will present the draft risk management planning matrix, and preliminary risk assessment to CITY management, Wastewater Treatment Division staff, and engineering personnel during a risk planning workshop. DP will facilitate the planning session to identify additional risks and to obtain CITY input on the preliminary risk assessment. The primary goals of the risk planning workshop are as follows:
  - a. Gain approval of CITY regarding critical aspects of the proposed work at the existing facility, including options for potential partial plant outage timing and the sequencing and duration of major work activities.
  - b. Identification of other potential risks for inclusion in the draft risk management planning matrix.
  - c. Risk assessment to establish consensus scores based on the probability and impact of each potential risk.
  - d. Development of risk mitigation strategies to the extent possible for each potential risk selected during the workshop, including risk avoidance, risk transfer, risk control, and risk assumption.
  - e. Identification of critical equipment, opportunities for replacement or repair, and staging of construction to mitigate risks.
  - f. Identification of critical CITY personnel and their roles and responsibilities in the planning and implementation of the risk management plan, including the assessment of new risks identified during design and construction phases, and risk tracking to evaluate the performance of risk-mitigation strategies against CITY established metrics.
  - g. Identification of CITY requirements regarding interruption of existing plant operations and need for bypass pumping during partial existing plant outages. The timing of critical decisions to be made by CITY to facilitate DP's scheduled work activities will also be identified and reviewed.
5. Following the workshop, DP will update the risk management planning matrix and prepare meeting minutes to document the workshop discussions. Submit the minutes for distribution and use in preparing the risk management plan.
6. DP will include in the Basis of Design Memorandum the risk mitigation strategies selected by the CITY, which affected the planned wet weather treatment facility improvements, along with the completed risk management plan.

### **Task 605 Probable Construction Cost**

DP will prepare a preliminary opinion of probable cost based on previous decisions and good engineering judgment. DP will detail documents/decisions that will be used for basis of cost. This estimate will be a Class 3 estimate consistent with AACE standards; the expected accuracy on the low end will be -10 to -20 percent and the expected accuracy on the high end will be from +10 to +30 percent. DP shall provide a list of cost deductions that will bring the Project within the CIP budget assuming the highest AACE inaccuracy. The list of deductions should give several options for the CITY to meet the Project budget.

## Task 606 Basis of Design Memorandum

Prepare a Basis of Design Memorandum (BDM) for the Project at the completion of the preliminary design phase of the Project, including a summary of previous reports and efforts, the preferred alternative selected by the City from the Facility Plan, the findings of field investigations, permitting requirements, and a preliminary opinion of probable construction cost for the Project. The BDM shall provide preliminary sizing and recommend manufacturers of expected unit processes. The BDM shall also include hydraulic profile results, computations and analyses addressing system performance issues, major component design criteria, preliminary drawings, and other items listed below, and the preliminary geotechnical report and preliminary design drawings.

The BDM will document the planned design through inclusion of:

1. Major component design criteria for the following engineering disciplines:
  - a. civil site work, including major yard piping and stormwater elements to address sediment and erosion control
  - b. mechanical process
  - c. architectural
  - d. structural
  - e. building mechanical, including HVAC, plumbing and fire protection, as required
  - f. electrical and power supply
  - g. instrumentation and control
2. Control strategies
3. Equipment lists
4. Code classification table
5. MDNR construction permitting information and procedures, if required
6. A description of construction sequencing and construction constraints for component construction, modification and/or replacement
7. A preliminary list of design drawings based on proposed improvements
8. A preliminary specification table of contents based on proposed improvements
9. Develop Preliminary Design Drawings. Begin construction contract document preparation through development of the preliminary drawings listed below, at a minimum, and include with the BDM.
  - a. Process flow diagrams and schematics
  - b. Process and instrumentation diagrams (P&IDs)
  - c. Hydraulic profile
  - d. Site drawings showing the location and general arrangement of existing and new facilities within planned site work improvements
  - e. Plan views of each building/structure with equipment layout

Drawings are to be the percent design completion indicated below for each discipline.

Phase		30% Preliminary
Discipline	%	Narrative
Process	70	Finalized Process Flow Diagram, flow balance, mass balance, unit process capacity, weights, dimensions

Site Civil	30	Dimensions given, rough site plan, final siting major buildings/structures
Geotechnical	90	Borings taken & geotech report
Structural	30	Materials of construction for all structures and draft method(s) for supporting new structures
Mechanical (process piping)	60	process piping one lines, 2 lines in tight constraints
HVAC	10	Sizing based on building size and materials of construction, final NFPA determination, air changing specified, heating loads determined, cooling loads determined, draft mechanical rooms identified
Plumbing	30	key plumbing and drainage
Architectural	30	Define architecture theme, prepare rendering, materials of construction and coatings, design development is complete
Electrical and misc I&C	10	total HP needs, 1-line diagrams, MCC sizing, and location of major equipment, rough draft instrument device schedule, draft control system block diagrams
P&IDs	60	Completed below the line (process) PID and draft above the line (SCADA, HMI, PLC, power bands)
Sequences of Operation, Control Block Description, Control Description Narrative	10	Narratives given and rough purpose of the equipment
Floor Plans	60	Rough building sizing including electrical needs, cross-section drawings showing major equipment as boxes with elevations, demolition plan, and building heights within the BIM.
Division 1s	10	Draft Division 1s list created and responsibilities assigned
Asset Management	0	-
Cost Estimate	30	Per AACE

Design Professional shall provide a draft BioWin (process) model of the Todd Creek WWTP taking into account the expected variations in plant flow and modeling each process unit as a separate object. The model results will include flows identified in Task Series 200. Up to two (2) SADF loading scenarios and two (2) industrial loading scenarios will be included in the analysis.

DP will review the BDM for accuracy and completeness prior to submitting the electronic file in portable document format (PDF) to the CITY for review and comment. Following a review meeting with the CITY, revise the draft BDM as necessary to respond to CITY's comments and submit the electronic PDF file within 15 calendar days.

#### **Task 607 Cost of Service Study**

Based on the preliminary design and associated opinion of probable construction cost, develop projections for the cost of service to address flows and loadings from Project 8 as defined by the CITY and from airport spent deicing fluid as defined by the CITY.

#### **Task 608 Presentation and Summary of Basis of Design Memorandum**

After drafting of the Basis of Design Memorandum, DP shall present the memorandum and their findings in two meetings. The first presentation will be for the WWTD staff. The second presentation will include Engineering, and WSD management after WWTD's comments have been included. The Preliminary Design Memorandum will be revised to reflect the comments obtained. The review will also serve to confirm CITY's preference for aerobic sludge digestion or aerated sludge holding.

#### **Task 609 Submit and Review Basis of Design Memorandum to MDNR**

Submit the updated BODM to the Missouri Department of Natural Resources. Address questions and comments from MDNR. This scope item does not contemplate significant revisions to this document or wholesale changes to the concept design.

#### **Task 610 Property Purchases and Exhibits Preparation**

DP will be available to meet with property owners to explain the improvements to be constructed and answer questions pertaining to the improvements. DP's assistance will include providing information obtained during investigation of the site including property survey, geotechnical investigations, and drawings of proposed facilities. DP's assistance to CITY in condemnation proceedings, if necessary, will be provided as an Optional service. DP and WSD will discuss the improvements planned for each parcel of property to be acquired or which requires an easement.

CITY will be responsible for obtaining title searches and title reports for properties it intends to either purchase or acquire easements. In support of WSD's efforts, DP will provide:

1. The services of a land surveyor to perform the following property survey services for the subject properties:
  - a. Prepare legal descriptions for WSD's use in acquiring the property;
  - b. Provide records on existing rights-of-way, easements, and property information; and
  - c. Provide a detailed map showing the legal site boundary and all rights-of-way and easements.
2. Provide the services of a land surveyor to perform the following property survey services for the easements required for the tie-in to the existing interceptor and utility lines:
  - a. Prepare legal descriptions for WSD's use in acquiring the easements;
  - b. Provide records on existing rights-of-way, easements, and property information;

- c. Provide a detailed map showing the legal site boundary and all rights-of-way and easements; and
- 2. WSD will arrange for any access to property required by DP to perform this work.

## **TASK SERIES 700 - DEVELOP CONSTRUCTION CONTRACT DOCUMENTS**

### **Task 701 60% Design - Todd Creek Wastewater Treatment Plant**

- 1. Prepare and submit 60% complete BIM and design drawings for review and coordination with other stakeholders. Drawings will include detailed information with respect to civil, structural and architectural work, process work, mechanical work, HVAC work, electrical work, erosion control, controls work, SCADA work, and sequences of operations, site civil work, and other disciplines necessary to complete the treatment facilities. Drawings will include architectural, structural, and mechanical floor plans and major sections; electrical power plans and one-line diagrams; P&ID drawings and control system block diagrams; and an instrument device schedule. Perform an internal quality control review of design drawings and incorporate QC review comments prior to 60% submittal to the CITY.
- 2. The CITY will provide a copy of its front-end contract documents to DP for review and DP shall provide review comments for consideration by the CITY. The CITY's front-end specifications shall be supplemented with Division 1 specifications developed by the DP, including Section 01015 – Specific Project Requirements, and Section 01270 – Adjustment Unit Price and Measurement Procedures, if applicable. DP shall utilize its own technical specifications for construction of treatment facilities, including major equipment, structural, architectural, mechanical, HVAC, electrical, and instrumentation and control technical specifications. DP will provide a 60% complete set of technical specifications to the CITY for review and comment.
- 3. As an initial step in the 60% design process, DP will lead a design charrette meeting with City engineering and O&M staff to confirm design details of the Todd Creek WWTP. The meetings may occur virtually or in-person and will focus on reviewing previous discussions and current BIM model of Todd Creek facilities in order to incorporate design details to support successful operation, safety, reliability and risk mitigation. City will provide attendees relevant to the schedule subject matter and with adequate decision-making authority to contribute to the meeting. Meeting materials will be provided in advance, and meeting minutes will be provided to all attendees.
- 4. Basis of Design Memorandum will be revised to reflect changes since 30% Design. Manufacturers selected in the Basis of Design Memorandum will be updated as well, including most general equipment. Any alteration of the selected major equipment manufacturers after 60% submittal will be outside the base scope of the Project and require the use of optional services to address design rework.

Design Professional shall provide an update of the draft BioWin model of the Todd Creek WWTP, taking into account the expected variations in plant flow and loading and modeling each process unit as a separate object.

At this stage, the estimated percent design complete by discipline will be as follows:

Phase		60% Design
Discipline	%	Narrative
Process	100	Finalized

Site Civil	70	Draft site plan with rough profile of gravity sewers,
Geotechnical	100	Finalized
Structural	70	Draft Plans and sections completed and structure cals finished, draft specifications
Mechanical (process piping)	90	Draft Plans and sections completed, draft specs, system curves created
HVAC	70	Draft Plans and sections completed, draft specs
Plumbing	60	Draft Plans and sections completed, draft specs, gravity capacities confirmed
Architectural	60	Demolition plans, draft plans and specs
Electrical and misc I&C	50	draft instrumentation details, updated instrumentation device schedule, rough draft I/O list, detailed control system block diagram
P&IDs	100	Finalize including requirements for control panel
Sequences of Operation, Control Block Description, Control Description Narrative	60	Drafted Sequenced of operations for engineering review
Floor Plans	100	Finalized
Division 1	60	Drafted
Asset Management	10	Asset list finalized
Cost Estimate	60	Per AACE

5. Assist WSD with conducting meetings with the utilities, local property owners, Cops of Engineers, and other stakeholders. DP will take meeting minutes, will distribute meeting minutes, will assist in organizing and scheduling, and distribute electronic copies of the 60% design documents to appropriate stakeholders.
  
6. Determine the locations and limits for permanent and temporary construction easements and review with CITY staff, as required. Obtain “ownership and encumbrance” reports for each parcel of property where easements are required. Prepare easement exhibits and legal descriptions for CITY’s use in appraising the land and acquiring the required permanent and temporary easements. Each easement will consist of a legal description and an 8.5-inch by 11-inch (or 11-inch by 17-inch for

larger parcels) drawing exhibit with the parcel identification and easement requirements including the affected land area size of the lot and the easements listed in square feet. Easement exhibits will be furnished in AutoCAD format and legal descriptions will be furnished in written and electronic format. Easement descriptions signed and sealed by a registered land surveyor will be prepared in accordance with Missouri requirements. All easement descriptions shall be submitted with or prior to submittal of the 60% Design Documents.

7. DP will lead a Failure Modes and Effects Analysis (FMEA) effort in order to identify risks to the operation of the facility due to major unit process or equipment failure and/or due to operations outside of the basis of design. The goal of any design effort is to anticipate any off-design operating mode and mitigate the effects of that scenario. The FMEA will be conducted to verify the design and to identify the areas of the design that will need to be changed to address identified failure scenarios. The FMEA will also be used to identify potential changes to the design in order to increase system reliability. DP will provide the following services to conduct the FMEA:
  - a. Prepare materials to conduct the FMEA workshop, including identification of systems and development of a spreadsheet model to track FMEA findings.
  - b. Review FMEA methods and procedures with the project team, address questions from City and provide a meeting minutes from the review
  - c. Facilitate the FMEA workshop
  - d. Prepare a report documenting the workshop and key findings
  - e. Provide recommendations generated in the FMEA to CITY in the spreadsheet model.
  - f. Approved modifications to the design will be addressed after submission of the 60% design documents.
8. DP will prepare an (updated) opinion of probable construction costs based on the 60% Design Plans developed and any comments received from the CITY during its review of the Preliminary Opinion of Probable Costs submitted. The 60% cost opinion will be Class 2 consistent with AACE standards; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent. DP shall provide a list of cost deductions that will bring the Project within the CIP budget assuming the highest AACE inaccuracy. The list of deductions should give several options for the CITY to meet the Project budget. DP's opinion of probable construction cost will include a break-down of work that could be subcontracted by a general contractor to women and minority business enterprise (WBE and MBE) firms. DP shall assist WSD in obtaining HRD construction goals.
9. DP shall present their 60% design documents in two meetings. The first will be for the WWTD staff. The second presentation will include Engineering, and WSD management after WWTD's comments have been included. The design documents will be revised to reflect the comments obtained.
10. Deliverables for Task 701:
  - a. Two (2) full-size sets and two (2) half-size printed and bound sets of 60% plans
  - b. Two (2) printed and bound sets of 60% technical specifications
  - c. Two (2) printed and bound sets of the 60% Opinion of Probable Construction Cost
  - d. PDF files of plans, specifications, and 60% Opinion of Probable Construction Cost
  - e. 60% Design Calculations and updated Basis of Design Memorandum. Provide 3 printed copies of Memorandum and a PDF file
  - f. Three (3) sets of 60% contract drawings (half sized) and 60% specifications will be broken up by KCMO WWTD maintenance groups

## Task 702 90% Design – Todd Creek Wastewater Treatment Plant

1. The 90% design submittal is meant to be a nearly complete set of Design Documents (Plans and Specifications) and the purpose of the 90% design submittal is to provide the CITY the opportunity to review the plans, specifications, and appurtenant material prior to completion of designs to 100%. The CITY will be responsible for the preparation of CITY's standard front-end documents, bidding, contracting, and other applicable requirements of the Contract Specifications, and will provide updated front end documents to the DP for review and incorporation into the Bidding Documents. DP will provide review comments for City's incorporation as appropriate into its front-end documents to coordinate with the technical specifications. Technical specifications and updated front end documents will be submitted to the CITY for review. The 90% design submittal will address all comments received by DP relative to the 60% design.

At this stage, the estimated percent design complete by discipline will be as follows:

Phase		90%
Discipline	%	Narrative
Process	100	Finalized
Site Civil	100	Finalized site plan and draft details
Geotechnical	100	Finalized
Structural	100	Finalized plans and sections, draft details and specs
Mechanical (process piping)	100	Finalized plans and sections, draft details and specs
HVAC	100	Finalized plans and sections, draft details and specs
Plumbing	100	Finalized plans and sections, draft details and specs
Architectural	100	Finalized plans and sections, draft details and specs
Electrical and misc I&C	85	Draft Control Panel Layouts, draft Instrument installation details, finalized instrument device schedule, updated I/O list, finalized control system block diagrams
P&IDs	100	Finalized above and below the line
Sequences of Operation, Control Block Description, Control	100	Finalized after a review meeting with operations going through all operational modes, historian settings, limit switches reviewed, and alarms reviewed, HMA adjustable setpoints approved.

Description Narrative		
Floor Plans	100	Finalized
Division 1	100	drafted and law coordination, drafted substantial completion requirements, draft commissioning requirements, Commissioning Gantt Chart, draft Achievement of Full Operations,
Asset Management	30	Criticality meeting and draft determination and FMEA, and review of wear item locations for maintainability
Cost Estimate	90	Per AACE

2. DP will develop a project-specific stormwater pollution prevention plan. Determine what remaining applicable permits may be needed for construction, through communications with the permitting agencies and railroads, and submit permit applications on behalf of CITY with appropriate permit applications and fees. CITY shall pay all direct permit fees associated with such permits. Communicate with the regulatory agencies and reach an understanding on design objectives and performance requirements. Assist WSD in obtaining a construction permit and possible variances from the Missouri Department of Natural Resources.
3. DP will prepare an updated opinion of probable construction costs based on the 90% Design Plans developed and any comments received from the CITY of its review of the (Preliminary, 30%, or 60% - as applicable) Opinion of Probable Costs submitted. The 90% cost opinion will be Class 1 consistent with AACE standards; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be from +3 to +15 percent. DP shall provide a list of cost deductions that will bring the Project within the CIP budget, if necessary, assuming the highest AACE inaccuracy. The list of deductions should give several options for the CITY to meet the Project budget.
4. DP shall present their 90% design documents in two meetings. The first will be for the WWTD staff. The second presentation will include Engineering, the OCP Team, and WSD management after WWTD's comments have been included. The design documents will be revised to reflect the comments obtained.  
Submit a full set of design documents to MDNR for final comments. Revise to address comments from MDNR staff.
5. DP shall develop an SKM model based on the electrical design of the facility to support an arcflash study and short circuit coordination study. An initial short circuit study will be performed during the design period to confirm equipment short circuit ratings prior to the bid period. A final short circuit study and the archflash study would be performed after construction is completed to assure the model properly represents the completed infrastructure.
6. Deliverables for Task 702

- a. PDF files of plans, specifications, and 90% Opinion of Probable Construction Cost
- b. Any updated Design Calculations and updated Biowin Model
- c. Updated Basis of Design Memorandum
- d. Design documents as needed for MDNR review

### **Task 703 100% Design – Todd Creek Wastewater Treatment Plant**

1. The 100% design submittal is meant to be a complete, bid-ready (but not signed and sealed) set of Construction Contract Documents. The purpose of the 100% design submittal is to provide the CITY the opportunity to review the plans, specifications, and appurtenant material prior to submitting for regulatory review and bidding the Project for construction.
2. Address review comments received from the CITY related to 90% submittal and incorporate them into the design documents. Prepare and submit to the CITY for review and comment at the 100% design stage. Perform an internal quality review on the specifications and incorporate review comments prior to submittal to the CITY.
3. Prepare an updated opinion of probable construction cost based on the 100% design plans and technical specifications developed, and any review comments received from the CITY related to the DP's 90% opinion of probable construction cost submitted. The 100% cost opinion will be Class 1 consistent with AACE standards; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be +3 to +15 percent.
4. DP shall present the 100% Construction Contract Documents in one meeting.
5. Deliverables for Task 703:
  - a. PDF files of plans, specifications, and 100% Opinion of Probable Construction Cost
  - b. Any revised Design Calculations
  - c. Updated Basis of Design Memorandum

### **Task 704 Final Bidding and Construction Contract Documents**

1. Address review comments received from the CITY related to the 100% design completion submittal and from other agencies final reviews and incorporate them into the final Bidding and Construction Contract Documents. Any comments not incorporated should be noted in a separate memo along with an explanation of why the comments were not incorporated and submitted to the CITY for approval in advance of submitting the final Construction Contract Documents. DP will provide signed and sealed original Construction Contract Documents to the CITY.
2. Prior to submittal of the signed and sealed Construction Contract Documents, the DP shall submit one (1) electronic copy of the corrected final documents for review and acceptance by the CITY.
3. Update the 90% Class 1 cost opinion based on the Final Bidding and Construction Contract Documents and any comments received from the CITY on the 90% design submittal.
4. Deliverables for Task 704
  - a. Electronic Contract Drawings: 1 copy; all copies per CITY's electronic format per Attachment B and PDF.
  - b. Complete set of CAD drawings (dwg) files with reference files as well as any GIS data created.
  - c. Full BIM Model built according to KC Water Standards
  - d. Electronic Contract Specifications: 1 copy; all copies – PDF.
  - e. Final Opinion of Probable Cost –1 PDF copy.

## **TASK SERIES 800 - BID PHASE SERVICES**

### **Task 801 Submit Engineer's Opinion of Probable Construction Cost**

Update Final Class 1 cost opinion submitted under 705 to reflect items impacted by addenda changes or changes in market conditions, as required. The cost opinion will be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy will be the same as that for the final estimate.

### **Task 802 Pre-Bid Conference**

Attend a pre-bid meeting at a date, time and place provided by the CITY and respond to technical questions regarding interpretation of contract drawings and specifications, prepare addenda, evaluate bids, and technical issues. Project advertisement will have a maximum duration of 30 days. CITY will prepare pre-bid meeting agenda and conduct tire meeting with assistance from DP. CITY will also poet and distribute addenda. To establish basis for DP's compensation up to six (6) major addenda are budgeted.

### **Task 803 Review and Process Substitutions and Or Equals**

DP will review and recommend the acceptance or rejection of material or equipment items submitted by Contractor for substitution or equal to a named item specified in the Construction Contract Documents to the CITY in accordance with the requirements of the Construction Contract Documents. To establish basis for DP's compensation up to six (6) requests for substitutions or requests for approval of equivalent materials or equipment are budgeted.

### **Task 804 Review Bids and Make Recommendation of Award**

Consult with and advise CITY as to the acceptability of the apparent successful bidder, the proposed major or specialty subcontractors, and major equipment manufacturers. The review and evaluation of bids will include such factors as work previously completed for the CITY, work completed for others, Contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one copy of each bid as well as a bid tab to DP for evaluation. Evaluate bids and make a written recommendation to CITY regarding contract award.

### **Task 805 Conforming Documents**

Incorporate all addenda issued during Bidding Services into the Contract Drawings and Specifications. DP will provide eight (8) half-size and four (4) full-size sets of Conformed Drawings and six (6) sets of Conformed Specifications to the CITY. Contract Documents will also be furnished electronically on in PDF format. Two (2) sets of Conformed Contract Drawings and Conformed Specifications will be broken up by KCMO WWTD maintenance groups.

## **IV. OPTIONAL SERVICES**

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total allowance amount of \$500,000 for Optional Services not yet authorized by CITY that may be required throughout the course of the WORK. This allowance amount shall not be utilized by DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP that includes scope of work for each Optional

Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but are not limited to:

- A. Complete a Staffing Study for the Todd Creek WWTP and associated pump stations.
- B. Design of additional laboratory or control room space.
- C. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- D. Appearances at public hearings or before special boards beyond those included under the Basic Scope of Services.
- E. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the CITY beyond those included in the Basic Scope of Services and any established allowances.
- F. Efforts necessary to alter plans, specifications, and the Basis of Design Memorandum after the completion of the 60% design due to altering the list of selected equipment manufacturers.
- G. Special Consultants or independent associates requested or authorized by CITY.
- H. Assisting CITY with appraisals and/or acquisition of additional easements.
- I. Assisting CITY with property condemnation activities.
- J. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
- K. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- L. Revising Contract Documents or assisting with re-bidding the Project due to actual bid prices being greater than the CITY's budget.
- M. Assistance with bid protests and re-bidding.
- N. Changes in the general scope, extent, design, or character of the Project, including, but not limited to:
  - 1. Changes in size or complexity;
  - 2. CITY's project schedule, design, or character of construction;
  - 3. Method of financing or availability of funding;
  - 4. A change to the method of construction procurement, which is assumed to be a conventional procurement approach (i.e. design-bid-build) herein; and
  - 5. A change to the number of bid packages, which is assumed herein to be one (1) package.
- O. Providing construction phase services.
- P. Assisting CITY with seeking Envision™ certification through documentation and submittal.
- Q. Special inspections as dictated by any adopted building code or amendment thereto of the City of Kansas City, Missouri.
- R. Phase 2 environmental audit for property acquisition.
- S. Site investigations associated with endangered species, cultural resources, or wetlands
- T. Supporting the City in the preparation of State Revolving Loan Funds applications
- U. Antidegradation studies and related field analyses
- V. Studies and consultation through the use of a 3<sup>rd</sup> party technical expert or studies provided by equipment manufacturers.

## **V. CITY'S RESPONSIBILITES**

CITY will furnish, as required by Basic Services and not at the expense of the DP, the following items:

- A. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.
- B. CITY's Project Manager will provide the services of at least one CITY employee who has the right of entry to and knowledge of existing facilities. Site visits will be required on multiple occasions over the course of the Project.
- C. CITY's Project Manager will coordinate meetings between CITY staff and the DP.
- D. Operate all existing equipment, valves, or other systems necessary for functional or performance testing required by DP.
- E. Obtain property title searches and title reports for purchasing property if needed for construction of new facilities.
- F. Provide DP with private property access agreements with current property owners to perform field investigations.
- G. Bidding Services. CITY will provide the following bidding phase services:
  1. Prepare agenda and conduct the pre-bid conference.
  2. Advertise project Construction Contract Documents, including addenda.
  3. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.
  4. The CITY will reproduce and submit Construction Contract Documents and construction permit application to MDNR for approval. City shall pay for all permit fees.

(End of Scope of Services)

**ATTACHMENT C**

**ENGINEER FEE SUMMARY AND  
SCHEDULE OF POSITION CLASSIFICATIONS**



TOTAL		\$5,138,202		EXPENSES												EXPENSES			TOTAL EXPENSE COST	
TASK NO.	DESCRIPTION / WORK TASKS	ACTIVITY		LABOR		EXPENSES						EXPENSES								
		SUBTOTAL HOURS	TOTAL LABOR COST	Belinda Sturm (lump sum)	Wellner (lump sum)	Trekk (lump sum)	Dubois (lump sum)	Custom (lump sum)	TSI (lump sum)	Shockey (lump sum)	Copies (\$/copy)	Travel (\$/mile)	Travel (LS)	Other (lump sum)	Other (lump sum)	Other (lump sum)				
<b>TASK 100. PROJECT ADMINISTRATION / MANAGEMENT</b>																				
1.1	Project Management Services	1648.0	\$249,626	\$0	\$0	\$0	\$ 49,812	\$31,400	\$0	\$0	\$ -	\$ -	\$ -	0	0	0	\$81,212.00	\$330,838		
1.2	Monthly Invoicing and Project Status Report	160.0	\$33,543	\$0	\$0	\$0	\$0	\$3,760	\$0	\$0	\$ 50.00	\$ -	\$ -	0.00	0.00	0.00	\$3,810.00	\$37,353		
1.3	Subconsultant Agreements and Adminstration	152.0	\$30,905	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -	\$ -	0.00	0.00	0.00	\$0.00	\$30,905		
1.4	QC	872.0	\$157,578	\$0	\$0	\$0	\$0	\$12,840	\$0	\$0	\$ -	\$ -	\$ -	0.00	0.00	0.00	\$12,840.00	\$170,418		
1.6	Work Plan	75.0	\$11,828	\$0	\$0	\$0	\$0	\$2,918	\$0	\$0	\$ 159.00	\$ -	\$ -	0.00	0.00	0.00	\$3,077.00	\$14,905		
1.7	Monthly Project Progress Meeting	208.0	\$33,333	\$0	\$0	\$0	\$0	\$20,080	\$0	\$0	\$ 90.00	\$ -	\$ -	0.00	0.00	0.00	\$20,170.00	\$53,503		
1.8	Charette Planning	33.0	\$5,421	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -	\$ -	\$ -	0.00	0.00	0.00	\$0.00	\$5,421		
	<b>SUBTOTALS</b>	<b>3148.0</b>	<b>\$ 522,234</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>49812.0</b>	<b>\$ 70,998</b>	<b>0.0</b>	<b>0.0</b>	<b>299.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>\$ 121,109</b>	<b>\$ 643,343</b>		
<b>TASK 200. Site Investigation and Data Review</b>																				
2.09	Review Service Area Buildout Projections and Basis of Design	183.0	\$23,714	0.00	0.00	0.00	\$ 10,088	0.00	0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00	0.00	\$10,088.00	\$33,802		
2.10	Geotechnical Investigation	101.0	\$21,064	0.00	0.00	3721.00	0.00	0.00	69590.00	0.00	\$ 20.00	\$ -	\$ -	0.00	0.00	0.00	\$73,331.00	\$94,395		
2.11	Address MDNR Comments to Facility Plan Update	19.0	\$2,987	0.00	0.00	0.00	0.00	5814.00	0.00	0.00	\$ 40.00	\$ -	\$ -	0.00	0.00	0.00	\$5,854.00	\$8,841		
2.12	CIP Timing Tool Completion	237.0	\$46,377	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 75.00	\$ -	\$ -	0.00	0.00	0.00	\$75.00	\$46,452		
2.13	Update Site Survey	34.0	\$5,852	0.00	0.00	9924.57	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	0.00	0.00	0.00	\$9,924.57	\$15,777		
2.14	Site Visits	650.0	\$112,772	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 80.00	\$ 54.00	\$ 16,460.00	0.00	0.00	0.00	\$16,594.00	\$129,366		
2.15	Develop Draft Project Phasing Plan	43.0	\$6,316	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 50.00	\$ -	\$ -	0.00	0.00	0.00	\$50.00	\$6,366		
2.16	Review Meeting	40.0	\$6,667	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ -	\$ -	0.00	0.00	0.00	\$0.00	\$6,667		
	<b>SUBTOTALS</b>	<b>1307.0</b>	<b>\$ 225,751</b>	<b>0.0</b>	<b>0.0</b>	<b>\$ 13,646</b>	<b>10088.0</b>	<b>\$ 5,814</b>	<b>\$ 69,590</b>	<b>0.0</b>	<b>\$ 265.00</b>	<b>\$ 54.00</b>	<b>\$ 16,460.00</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>\$ 115,917</b>	<b>\$ 341,667</b>		
<b>TASK 300. Facility Plan - NO ADDITIONAL SCOPE</b>																				
	<b>SUBTOTALS</b>	<b>0.0</b>	<b>\$ -</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>		
<b>TASK 400 - ENVISION™ SUSTAINABILITY DESIGN</b>																				
4.2	Envision™ Credits - Design Phase	553.0	\$90,687	0.00	28634.00	0.00	5000.00	10000.00	0.00	0.00	\$ 62.00	\$ -	\$ -	0.00	0.00	0.00	\$43,696.00	\$134,383		
	<b>SUBTOTALS</b>	<b>553.0</b>	<b>\$ 90,687</b>	<b>\$ -</b>	<b>\$ 28,634</b>	<b>\$ -</b>	<b>\$ 5,000</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 62</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 43,696</b>	<b>\$ 134,383</b>		
<b>TASK 500 - Public Outreach</b>																				
5.1	Communication with Property Owners and Stakeholders	64.0	\$11,467	\$0	\$32,614	\$0	\$0	\$0	\$0	\$26,360	350.00	0.00	0.00	0.00	0.00	0.00	\$59,324.00	\$70,791		
5.2	Public Project Website/Webpage	39.0	\$5,949	\$0	\$0	\$0	\$0	\$0	\$5,312	0.00	0.00	0.00	0.00	0.00	0.00	\$5,312.00	\$11,261			
	<b>SUBTOTALS</b>	<b>103.0</b>	<b>\$ 17,416</b>	<b>\$ -</b>	<b>\$ 32,614</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 31,672</b>	<b>\$ 350</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 64,636</b>	<b>\$ 82,052</b>		
<b>TASK 600 - Preliminary Design</b>																				
6.1	Preliminary Design 30% Design Drawings	2934.2	\$428,942	0.00	\$ 112,508	0.00	\$ 126,288	\$ 101,610	0.00	0.00	210.00	0.00	0.00	0.00	0.00	0.00	\$340,615.50	\$769,557		
6.2	Preliminary Design Charettes	308.0	\$48,997	0.00	0.00	0.00	0.00	4896.00	0.00	0.00	35.00	0.00	0.00	0.00	0.00	0.00	\$4,931.00	\$53,928		
6.3	Recommended Construction Phasing Plan	42.0	\$6,635	0.00	0.00	0.00	0.00	3060.00	0.00	0.00	35.00	0.00	0.00	0.00	0.00	0.00	\$3,095.00	\$9,730		
6.4	Risk Management Plan	194.0	\$29,407	0.00	0.00	0.00	0.00	1836.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	\$1,936.00	\$31,343		
6.5	Probable Construction Cost	300.0	\$59,100	0.00	0.00	0.00	0.00	4612.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$4,612.00	\$63,712		
6.6	Basis of Design Memorandum	388.0	\$64,700	0.00	0.00	0.00	0.00	37960.00	0.00	0.00	13.00</td									

<b>TASK 700 - Develop Construction Contract Documents</b>																		
7.1	60% Design - Todd Creek Wastewater Treatment Plant (drawings + specs)	4680.4	\$686,133	18000.00	0.00	2452.00	0.00	132744.00	0.00	0.00	685.00	0.00	0.00	40000.00	0.00	0.00	\$193,881.00	\$880,014
7.2	90% Design - Todd Creek Wastewater Treatment Plant	3241.2	\$539,230	0.00	0.00	0.00	0.00	184420.00	0.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	\$184,620.00	\$723,850
7.3	100% Design - Todd Creek Wastewater Treatment Plant	1598.5	\$257,359	0.00	0.00	0.00	0.00	58420.00	0.00	0.00	370.00	0.00	0.00	0.00	0.00	0.00	\$58,790.00	\$316,149
7.4	Final Bidding and Construction Contract Documents	196.0	\$28,942	0.00	175033.00	0.00	533103.20	36940.00	0.00	0.00	350.00	0.00	0.00	0.00	0.00	0.00	\$745,426.20	\$774,368
7.5		0.0	\$0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0
	<b>SUBTOTALS</b>	<b>9716.0</b>	<b>\$ 1,511,663.01</b>	<b>\$ 18,000</b>	<b>\$ 175,033</b>	<b>\$ 2,452</b>	<b>\$ 533,103</b>	<b>\$ 412,524</b>	<b>0.0</b>	<b>0.0</b>	<b>\$ 1,605</b>	<b>\$ -</b>	<b>\$ -</b>	<b>40000.0</b>	<b>0.0</b>	<b>0.0</b>	<b>\$ 1,182,717</b>	<b>\$ 2,694,380.21</b>
<b>TASK 800 - Bid Phase Services</b>																		
8.1	Submit Engineer's Opinion of Probable Construction Cost	11.0	\$1,912	0.00	0.00	0.00	0.00	5972.00	0.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	\$5,992.00	\$7,904
8.2	Pre-Bid Conference	306.0	\$51,030	0.00	0.00	0.00	0.00	1854.00	0.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	\$1,894.00	\$52,924
8.3	Review and Process Substitutions and Or Equals	126.0	\$22,162	0.00	0.00	0.00	0.00	6728.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$6,728.00	\$28,890
8.4	Review Bids and Make Recommendation of Award	18.0	\$3,200	0.00	0.00	0.00	0.00	2916.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$2,916.00	\$6,116
8.5	Conforming Documents	62.0	\$8,140	0.00	7788.00	0.00	13068.40	13890.00	0.00	0.00	1460.00	0.00	0.00	0.00	0.00	0.00	\$36,206.40	\$44,347
	<b>SUBTOTALS</b>	<b>523.0</b>	<b>\$ 86,444.99</b>	<b>\$ -</b>	<b>\$ 7,788</b>	<b>\$ -</b>	<b>13068.4</b>	<b>\$ 31,360</b>	<b>0.0</b>	<b>0.0</b>	<b>\$ 1,520.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>\$ 53,736</b>	<b>\$ 140,181.39</b>
<b>OPTIONAL SERVICES</b>																		
	<b>SUBTOTALS</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>500000.0</b>	
<b>TOTALS</b>																		
	Total Labor Hours	10,099.2												0.0	0.0	0.0		
	Total Labor Cost		\$3,141,022															
	<b>TOTAL</b>		<b>\$3,141,022</b>														<b>\$1,997,179.67</b>	<b>\$5,138,202</b>
	<b>TOTAL + OPTIONAL SERVICES</b>																	<b>\$5,638,202</b>

## **ATTACHMENT C**

### **COMPENSATION SCHEDULE (Effective Through 12/31/21)**

<b><u>Position Classification</u></b>	<b><u>Classification Level</u></b>	<b><u>Hourly Compensation Range</u></b>
General Office*	5	\$9.00 - \$33.00
Technician*	6	\$13.00 - \$38.00
Assistant*	7	\$15.00 - \$49.00
	8	\$18.00 - \$54.00
	9	\$19.00 - \$64.00
Staff*	10	\$20.00 - \$70.00
	11	\$21.00 - \$75.00
Senior	12	\$30.00 - \$79.00
	13	\$35.00 - \$89.00
Associate	14	\$41.00 - \$99.00
	15	\$55.00 - \$109.00
	16	\$60.00 - \$120.00
	17	\$70.00 - \$130.00

#### **NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. Salary, defined as hourly compensation, for each full-time employee working directly on the project is equal to the total annual compensation as reported on the employee's Burns & McDonnell W2 Tax Forms divided by 2088 hours. The Billing rate per hour for each employee will be equal to the employee's hourly compensation times the approved multiplier defined in Part 1 Special Terms and Conditions.
3. The billing rate for full-time employees that have not worked for Burns & McDonnell the previous full calendar year will be based on an estimate of their total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
4. The billing rate for part-time employees will be based on an estimate of their equivalent full-time total annual compensation divided by 2088 hours, times the approved multiplier defined in Part 1 Special Terms and Conditions.
5. Officers of Burns & McDonnell will be billed at a maximum rate of \$285 per hour.
6. Compensation for overtime by nonexempt employees in positions marked with an asterisk (\*) will be based on 1.5 times the employee's hourly billing rate.

7. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
8. The hourly compensation ranges shown above are effective through December 31, 2021 and subject to revision thereafter.

## **DESIGN PROFESSIONAL SERVICES**

### **AMENDMENT NO. 2**

**CONTRACT NO. 1587      PROJECT NO. 81000927**

**TODD CREEK FACILITY PLAN UPDATE**

**WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Burns & McDonnell Engineering Company, Inc. (Design Professional). The parties amend the Agreement entered into on June 15, 2020, as follows:

WHEREAS, City has previously entered into a contract dated June 15, 2020 in the amount of \$801,029.00; and

WHEREAS, City has previously entered into an Amendment No.1 dated November 19, 2021 in the amount of \$5,638,202.00 to amend the total contract amount to \$6,439,231.00; and

WHEREAS, the City desires to execute Amendment No. 2, in the amount of \$3,054,685.69, to amend the total contract amount to \$9,493,916.69; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 2<sup>nd</sup> Amendment, City and Design Professional agree as follows:

**Sec. 1. Sections Amended.** The Contract is amended as follows:

- A. Add the following attachments:
  - a. Add Attachment A-2, Scope of Services for Amendment No. 2;
  - b. Add Attachment C-2, Engineering Fee Summary and Schedule of Position Classifications for Amendment No. 2;
  - c. Add Attachment H – CREO Contract Assurances Addendum
- B. Delete and replace the following section/attachment:
  - a. Delete Sec. 4, Compensation and Reimbursables, Subparagraph A, and replace with the following Sec. 4, Compensation and Reimbursables, Subparagraph A:

#### **Sec. 4. Compensation and Reimbursables.**

- A. The maximum amount the City shall pay Design Professional under this Agreement is \$9,493,916.69.
  1. \$5,119,310.45 for the services performed by Design Professional under this Agreement.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an Approved Multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Subcontractors Listing” found in **Attachment F**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments C, C-1 and C-2**.

A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachments C, C-1 and C-2**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the amendment execution date.

3. Actual reasonable expenses incurred by Design Professional directly related to Design Professional’s performance under this Agreement, to include only the following, in an amount not to exceed \$4,124,606.24.

4. Design Professionals’ maximum amount shown in Sec. 4, Compensation and Reimbursables, includes a total allowance amount of \$250,000.00 for Optional Services not yet authorized by the City that may be required throughout the course of work. This allowance amount will not be utilized by Design Professional unless specifically authorized in writing by the City to perform Optional Services. Optional Services will not be performed, nor is the Design Professional approved to utilize any allowance monies unless the City provides written authorization to Design Professional that includes the scope of work for each optional task to be performed and a maximum billing limit for compensation that has been mutually agreed upon.

5. Compensation for all Optional Services will be based on the actual salary of office personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. Engineering Fee Summary and schedule range for each position is included as a part of **Attachments C, C-1 and C-2**. The amount billed for each Optional Service shall not exceed the amount established for it without further written authorization. Additional amounts for Optional Services may be authorized, if deemed by City to be necessary, as the work progresses.

6. City may revise the Design Professional's Basic Services defined in **Attachments A, A-1 and A2** by written authorization to the Design Professional to reallocate funds between the Basic Tasks or to incorporation and pay for Optional Services by deleting any portion of the Basic Services that has not been performed. City and Design Professional shall mutually agree to a revision in the scope of Basic Services and Compensation.
7. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
8. Design Professional's Engineering Fee Summary is contained in **Attachments C, C-1 and C-2** and represents the basis for the maximum amount that the city shall pay the Design Professional under this agreement.

b. Delete Part II, Standard Terms and Conditions, and replace with the following Part II, Standard Terms and Conditions.

**Sec. 2. Sections not Amended.** All other sections of the Agreement shall remain in full force and effect.

**Sec. 3. Authorization.** If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

**Sec. 4. Effectiveness; Date.** This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

## DESIGN PROFESSIONAL

I hereby certify that I have authority to execute this document on behalf of Design Professional  
By:

Date: \_\_\_\_\_

---

Title:

## KANSAS CITY, MISSOURI

By:

Date: \_\_\_\_\_

---

Title:

Approved as to form:

---

## Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

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## Director of Finance

(Date)

**CONTRACT AMENDMENT 2 / ATTACHMENT A-2**  
**BASE SCOPE OF SERVICES**

Design Professional: Burns & McDonnell Engineering Company, Inc.

Owner: City of Kansas City, Missouri

Project: Todd Creek Facility Plan Upgrade

Contract No: 1587

**I. GENERAL**

No additional information

**A. Background Information.**

1. The DP has completed the Facility Plan and 100% Design Activities as described in previous contract documents. CITY has requested that the project be moved to an alternative site and that the DP revise the current design based on the requirements of the new site. This revised design is limited in nature and as defined herein in order to avoid extensive rework, cost, and schedule impacts.

**B. Follow-On Phases.** No additional information.

**C. Coordination.** No additional information.

**D. General Description of Activities.** The Basic Scope of Services (the WORK) to be performed by the DP consists of professional engineering services includes planning and design of the following facilities:

1. New design of site civil engineering elements, including grading plan, stormwater management, site roads, mass excavation, permanent layback or minor retaining walls. Extensive retaining walls designed to reduce quantities of spoils are not included in this scope.
2. New design of site access road and utility easements for electrical power, water, and fiber optic utilities
3. New design of two primary circuits from Evergy to feed three service entrances located at the Administration Building, Blower Building, and Influent Pump Station Electrical Building, respectively.
4. Revisions to the existing design of site roads, electrical and yard piping to accommodate changes in relative position and orientation of project buildings and structures
5. Multi-discipline redesign resulting from potential changes in the rotation/orientation of the influent pump station wet well, electrical building, ultraviolet disinfection building, effluent structure and outfall
6. New design of a coarse screening structure, including the structure, inconnecting piping, coarse screen, canopy, power and Instrumentation & Controls
7. Pipeline extension to connect the existing Hoover Heights sewer line/force main to the new influent pump station. CITY will provide as-constructed documents of existing infrastructure adequate to support this design. This assumes the work includes design of plan and profile sheets to connect to the existing pipe only and does not require new or modifications to existing pumping systems. This effort also does not include any evaluation of condition or capacity of the existing pipeline.

8. Modification of the existing demolition plans to include demolition of the existing coarse screening structures at the current Todd Creek WWTP site
9. Limited survey and geotechnical investigations to support this redesign scope
10. This scope is based on the following assumptions:
  - a. The hydraulic and organic capacity of the new facilities will not change from what was provided in the 100% design set provided under the previous amendment.
  - b. Design codes and standards used in the development of the 100% design set will not be changed
  - c. Design of the electrical infrastructure is based on 3 services with 2 primary circuits each. The Primary circuits shall be provided by Evergy, and the overall power distribution scheme as provided in the existing 100% design set will not be changed
  - d. Potable water distribution within the project property is included in this scope. Supply of potable water from locations outside the project property is not included in this scope and fee.
  - e. Design of structures and foundations are, in part, based on preliminary geotechnical findings dated April 11, 2024. Changes to structural or geotechnical design determined necessary after this date are not included in this scope, schedule, or fee. This includes the assumption that structures will either use shallow foundations or rely on subsurface improvements through vibratory rock pile construction.
  - f. Except for the Influent Pump Station (IPS), IPS Electrical Building, UV Disinfection Building, Effluent Structure and plant outfall, the overall site arrangement, and position of structures and facilities relative to each other will remain relatively unchanged from the 100% design set. This assumption protects against additional cost and schedule impact due to redesign of previously designed structures.
  - g. As a consequence of item e, design changes to buildings/tanks/structures beyond the influent pump station wet well, electrical building, ultraviolet disinfection building, effluent structure and outfall are outside of the scope, schedule or fee described in this amendment

#### E. Project Needs/Goals

1. DP will provide concept, 60% and 100% redesign services for the Todd Creek WWTP facility.

F. Task Series Listing. This additional Scope of Services will be accomplished and billed under the existing task series.

## **II. PROJECT MILESTONES AND CITY REVIEW REQUIREMENTS**

#### A. Project Milestones - Redesign

1. DP will complete the new Scope of Work Project through the following existing Task Series items within the schedule provided below:

Task Series	Days Following CITY's Notice to Proceed Date
100 – PM and Administration	300
200 – Site Investigation and Data Review	300

300 – Facility Plan	N/A
400 – ENVISION	N/A
500 – Public Outreach	300
600 – Preliminary Design	60
700 – Develop Construction Contract Docs	300
800 – Bid Phase Services	N/A

2. All tasks identified in this Scope of Services, except those identified as Optional Services, shall be performed within 300 calendar days of the written Notice to Proceed for Amendment 2. The completion schedule will be extended by the CITY for delays beyond the control of the DP as approved by the CITY.

### **III. BASIC SCOPE OF SERVICES**

The following Task Series describes the Basic Scope of Services to be provided by the DP under the Project.

#### **TASK SERIES 100 – PROJECT MANAGEMENT AND ADMINISTRATION**

The purpose of Project Management and Administration will be to manage, direct and oversee each element of Basic Services identified herein and subcontractors employed by the DP in completing the Work. DP will provide the following management activities:

##### **Task 101 Project Management Services**

No changes.

##### **Task 102 Monthly Invoicing and Project Status Reports**

No changes.

##### **Task 103 Subconsultant Agreements and Administration**

No changes.

##### **Task 104 Quality Control**

No changes.

##### **Task 105 Project Kickoff Meeting**

After Notice to Proceed is given by CITY, DP shall organize and conduct a Project Kickoff Meeting with the CITY to review and establish project goals, lines of communication, project procedures, review draft outline of DP's proposed Work Plan, and other logistics of project execution, including anticipated project schedule, cost loaded schedule, expected MBE/WBE utilization schedule, and general content of subsequent monthly progress meetings. Prepare and submit an agenda to CITY Staff three business days before the meeting and prepare and distribute the meeting minutes within one business day of the meeting date.

##### **Task 107 Progress Meeting**

Participate in monthly progress meetings with CITY to provide updates of work progress, budget and schedule status, current issues, variances in the potential scope of work, review Action Items, Decision

Logs, and potential cost savings proposals. Anticipated future activities and CITY action items will be discussed. DP will prepare and submit an agenda to CITY 3 days before each meeting and prepare/distribute meeting minutes within three days after the meeting. For budgeting, this scope includes up to ten (10) meetings during final design and bid phase work.

DP shall lead and participate in weekly progress meetings with the design team to provide updates on work progress, budget and schedule status, and discuss design decisions and direction.

DP shall participate in biweekly progress meetings with the CITY PM, and other CITY staff as deemed necessary.

#### **Task 108 MDNR Coordination for Project Relocation**

Lead conference calls with representatives from MDNR to review the project status and reach concurrence on what documents, permit applications, and reports require revision and resubmission as part of the State's review and approval process. Develop meeting notes for distribution after each meeting. For budgeting purposes, up to three (3) meetings are expected.

### **TASK SERIES 200 - SITE INVESTIGATION AND DATA REVIEW**

#### **Task 204 Utility Survey**

DP shall perform a Utility Survey in the area of the project property. The Utility Survey will verify the location of existing utilities (gas, electric, water, sanitary sewer, storm sewer) both above and below grade where this information is available. Survey will also provide a sizing/capacity of incoming utilities when this is provided by the service provider.

#### **Task 210 Design Phase: Geotechnical Investigation**

1. Conduct geotechnical engineering services, including exploratory fieldwork, laboratory and field testing, and preparation of geotechnical reports. The geotechnical report shall include professional interpretations/opinions of the probable soils to be encountered. DP may also make use of previous geotechnical reports. The geotechnical investigations will be sufficient to complete the detailed design of the treatment facility. Up to ten (10) borings approximately 30-feet deep and 10 probes to bedrock. The results of the geotechnical investigations shall be prepared in a report.
2. Report - A geotechnical report shall be prepared and shall discuss the general soil and groundwater conditions underlying the site; present the relevant engineering properties of the existing soils; provide excavation and earthwork recommendations, including minimum setbacks from adjacent structures, and recommend design criteria and parameters for pipe bedding and other earth supported improvements. Submit copies of the initial geotechnical report to CITY for review and comment. Revise the report to address review comments and include the final report as an appendix to the Conceptual Design Memorandum. The final geotechnical report will be submitted in PDF format.

#### **Task 213 Update Site Survey**

CITY will provide existing topographic survey to DP for use in project design. DP will rely on existing survey data including tiebacks to existing permanent benchmarks for all design revisions in this scope. Existing topographic survey will include project site as well as corridor for access road off of Interurban Road. DP will subcontract survey for easements between Interurban Road and project site as well as easements for extension of Hoover Heights conveyance to new Influent Pump Station wet well. Survey

work completed by DP or DP's subcontractors will tie back to benchmarks included in survey provided by CITY.

Provide the electronic file in both native and PDF form to the CITY. This task will not cover survey or easements related to bringing potable water to the site.

## **TASK SERIES 500 - PUBLIC OUTREACH**

### **Task 501 Communication with Property Owners & Stakeholders**

Assist CITY with responding to inquiries from businesses owners, property owners, and other stakeholders throughout the duration of the Project. Attend 1 public meeting to present the concept facility to meeting attendees, address comments, and present environment impact evaluation to meet MDNR requirements for the SRF loan. Develop materials for public distribution at the public meeting. Document communications with property owners and promptly provide copies of said documentation to CITY. CITY shall respond to requests for information. The level of effort assigned to this task is 24 labor hours.

### **Task 502 Public Project Website/Webpage**

Assist City with development and updating a Project specific webpage hosted by the City and targeted to the public. Provide monthly updates, as requested to keep the webpage content accurate. The level of effort assigned to this task is 22 labor hours.

## **TASK SERIES 600 – CONCEPTUAL DESIGN**

### **Task 601 Conceptual Design Exhibits**

Develop exhibits and revisions to the existing BIM adequate to show the arrangement of previously designed facilities relocated to the new project site. The level of detail in these exhibits and Basis of Design Memorandum shall be sufficient to proceed, after Owner review and comment, with the development of Construction Contract Documents by DP. See Task 606 below for additional requirements pertaining to the development of Basis of Design Memorandum. The conceptual drawings will identify known conflicts with known utilities and stakeholders.

### **Task 602 Conceptual Design Review Meeting**

DP will lead review meeting with CITY to provide overview of concept site layout, concept design of new coarse screening facility, and any additional design concepts developed to support relocation of the facility to the new property. DP will prepare and submit an agenda to CITY before the meeting and prepare/distribute meeting minutes within one days after the meeting.

### **Task 606 Basis of Design Memorandum**

Update the Basis of Design Memorandum (BDM) for the Project at the completion of the conceptual design phase of this Scope of services based on the changes made to relocate the project and input from

MDNR. Following a review meeting with the CITY, revise the draft BDM as necessary to respond to CITY's comments and submit the flattened electronic PDF file within 15 calendar days.

#### **Task 609 Submit and Review Design and Environmental Documents to MDNR**

Submit the updated BODM to the Missouri Department of Natural Resources. Address questions and comments from MDNR. This scope item does not contemplate significant revisions to this document or wholesale changes to the concept design.

Submit the updated Engineering Report to the Missouri Department of Natural Resources. Address questions and comments from MDNR. This scope item does not contemplate significant revisions to this document or wholesale changes to the concept design

Complete the required Intergovernmental Review letter distribution and EID Document and submit to MDNR. Respond to comments to the EID by MDNR and resubmit.

#### **Task 610 Property Purchases and Exhibits Preparation**

1. DP's assistance will include providing information obtained during investigation of the site including property survey performed by DP's subconsultants, geotechnical investigations, and drawings of proposed facilities. DP's assistance to CITY in condemnation proceedings, if necessary, will be provided as an Optional Service. DP and WSD will discuss the improvements planned for each parcel of property to be acquired or which requires an easement.
2. CITY will be responsible for obtaining title searches and title reports for properties it intends to either purchase or acquire easements.

#### **Task 611 BIM Model Transition to New Property**

DP shall revise the BIM model layout, configuration of structures, and resolve resulting conflicts or model disruptions to accommodate the new property. DP shall coordinate changes with the design team.

### **TASK SERIES 700 - DEVELOP CONSTRUCTION CONTRACT DOCUMENTS**

#### **Task 701 60% Design - Todd Creek Wastewater Treatment Plant**

1. Prepare and submit 60% complete BIM and design drawings for review and coordination with other stakeholders. Drawings will include detailed information with respect to civil, structural and architectural work, process work, mechanical work, HVAC work, electrical work, erosion control, controls work, SCADA work, and sequences of operations, site civil work, and other disciplines necessary to complete the treatment Facilities. Drawings will include site civil, architectural, structural, and mechanical floor plans and major sections; electrical power plans and one-line diagrams; P&ID drawings and control system block diagrams; and an instrument device schedule. Perform an internal quality control review of design drawings and incorporate QC review comments prior to 60% submittal to the CITY.
2. The CITY will review and provide comment on the front-end contract document markups by the DP. The CITY's front-end specifications shall be supplemented with Division 1 specifications developed by the DP, including Section 01015 – Specific Project Requirements, and Section 01270 – Adjustment Unit Price and Measurement Procedures, if applicable. DP shall utilize its own technical

specifications for construction of treatment facilities, including major equipment, structural, architectural, mechanical, HVAC, electrical, and instrumentation and control technical specifications. DP will provide a 60% complete set of technical specifications to the CITY for review and comment.

3. DP will lead a design review meeting with City engineering and O&M staff to confirm design details of the new coarse screening facility at the new Todd Creek WWTP. The meeting may occur virtually or in-person and will focus on reviewing changes from the previous BIM model of Todd Creek facilities in order to support successful operation, safety, reliability and risk mitigation. Meeting materials will be provided in advance, and meeting minutes will be provided to all attendees.
4. Assist WSD with conducting meetings with the utilities, local property owners, Corps of Engineers, and other stakeholders. DP will take meeting minutes, will distribute meeting minutes, will assist in organizing and scheduling, and distribute electronic copies of the 60% design documents to appropriate stakeholders.
5. DP will prepare an opinion of probable construction costs based on the 60% design plans and technical specifications developed. The 60% cost opinion will be Class 2 consistent with AACE standards; the expected accuracy on the low end will be -5 to -15 percent and the expected accuracy on the high end will be from +5 to +20 percent.
6. DP shall present their 60% design documents to Engineering and WSD management after WWTD's comments have been included. The design documents will be revised to reflect the comments obtained.
7. Deliverables for Task 701:
  - a. Flattened PDF files of plans and specifications
  - b. 60% Opinion of Probable Construction Cost

### **Task 702 100% Design – Todd Creek Wastewater Treatment Plant**

1. The 100% design submittal is meant to be a complete, bid-ready (but not signed and sealed) set of Construction Contract Documents. The purpose of the 100% design submittal is to provide the CITY the opportunity to review the plans, specifications, and appurtenant material prior to submitting for regulatory review and bidding the Project for construction.
2. Prepare and submit to the CITY for review and comment at the 100% design stage. Perform an internal quality review on the specifications and incorporate review comments prior to submittal to the CITY. Address City comments and revise Construction Contract Documents as needed.
3. Prepare an updated opinion of probable construction cost based on the 100% design plans and technical specifications developed. The 100% cost opinion will be Class 1 consistent with AACE standards; the expected accuracy on the low end will be -3 to -10 percent and the expected accuracy on the high end will be +3 to +15 percent.

4. DP shall present the final Construction Contract Documents in one meeting.
5. Deliverables for Task 703:
  - a. Flattened PDF files of plans, specifications
  - b. 100% Opinion of Probable Construction Cost
  - c. Updated Basis of Design Memorandum, if changes have occurred since previous submittal warrant such an update

#### **IV. OPTIONAL SERVICES**

Any work requested by the CITY that is not specifically stated in one of the Basic Scope of Services listed above will be classified as Optional Services. DP's contract maximum upper limit for compensation includes a total allowance amount of \$250,000 for Optional Services not yet authorized by CITY that may be required throughout the course of the WORK. This allowance amount shall not be utilized by DP unless specifically authorized in writing by the CITY to perform Optional Services. Optional Services will not be performed, nor is the DP approved to utilize any of the allowance amount, unless the CITY provides written authorization to DP that includes scope of work for each Optional Service to be performed and a maximum billing limit for compensation that has been mutually agreed upon. Optional Services will include, but are not limited to:

- A. Meetings with local, State, or Federal agencies beyond those contemplated under the Basic Scope of Services.
- B. Appearances at public hearings or before special boards beyond those included under the Basic Scope of Services.
- C. Field subsurface investigations, geotechnical investigations, environmental site assessments, or easement or right-of-way selection, preparation, negotiation, or acquisition work, requested or authorized by the CITY beyond those included in the Basic Scope of Services and any established allowances.
- D. Efforts necessary to alter plans, specifications, and the Basis of Design Memorandum after the completion of the 60% design due to altering the list of selected equipment manufacturers.
- E. Special Consultants or independent associates requested or authorized by CITY.
- F. Assisting CITY with appraisals and/or acquisition of additional easements.
- G. Assisting CITY with property condemnation activities.
- H. Services resulting from significant delays, changes or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
- I. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
- J. Revising Contract Documents or assisting with re-bidding the Project due to actual bid prices being greater than the CITY's budget.
- K. Assistance with bid protests and re-bidding.
- L. Changes in the general scope, extent, design, or character of the Project, including, but not limited to:
  1. Changes in size or complexity;
  2. CITY's project schedule, design, or character of construction;
  3. Method of financing or availability of funding;
  4. A change to the method of construction procurement, which is assumed to be a conventional procurement approach (i.e. design-bid-build) herein; and

5. A change to the number of bid packages, which is assumed herein to be one (1) package.
- M. Assisting CITY with seeking Envision™ certification through documentation and submittal.
- N. Special inspections as dictated by any adopted building code or amendment thereto of the City of Kansas City, Missouri.
- O. Site investigations associated with endangered species, cultural resources, or wetlands
- P. Supporting the City in the preparation of State Revolving Loan Funds applications
- Q. Antidegradation studies and related field analyses
- R. Studies and consultation through the use of a 3<sup>rd</sup> party technical expert or studies provided by equipment manufacturers.

## **V. CITY'S RESPONSIBILITES**

CITY will furnish, as required by Basic Services and not at the expense of the DP, the following items:

- A. Provide assistance by placing at DP's disposal available information pertinent to the assignment, including previous reports, drawings, specifications, O&M records and any other data relative thereto. Provide said information within thirty (30) calendar days of receipt of a written request by DP.
- B. CITY's Project Manager will provide the services of at least one CITY employee who has the right of entry to and knowledge of existing facilities. Site visits will be required on multiple occasions over the course of the Project.
- C. CITY's Project Manager will coordinate meetings between CITY staff and the DP.
- D. Operate all existing equipment, valves, or other systems necessary for functional or performance testing required by DP.
- E. Obtain property title searches and title reports for purchasing property if needed for construction of new facilities.
- F. Provide DP with private property access agreements with current property owners to perform field investigations.
- G. Bidding Services. CITY will provide the following bidding phase services:
  1. Prepare agenda and conduct the pre-bid conference.
  2. Advertise project Construction Contract Documents, including addenda.
  3. Prepare Bid Tabulation. Provide copies of bids to DP for evaluation.
  4. The CITY will reproduce and submit Construction Contract Documents and construction permit application to MDNR for approval. City shall pay for all permit fees.

(End of Scope of Services)

**Civil Rights and Equal Opportunity**  
**Department Civil Rights and Wage Assurances**

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**Non-discrimination in Employment.** Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

**Ban the Box in Hiring and Promotion.**

- (a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
- (b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

**Title VI of the Civil Rights Act of 1964.** Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

**Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,

## **Civil Rights and Equal Opportunity Department**

### **Civil Rights and Wage Assurances**

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Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

**Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

## **Civil Rights and Equal Opportunity Department**

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electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

**Compliance with Laws.** Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

**Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.



## PART II

### STANDARD TERMS AND CONDITIONS

#### **Sec. 1. General Indemnification.**

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

2. **Design Professional's Agents** means Design Professional's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.

3. **City** means City, its Program Manager/Construction Advisor and any of their agents, officials, officers and employees.

B. Design Professional's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City shall be limited to the coverage and limits of General (not Professional) Liability insurance that Design Professional is required to procure and maintain under this Agreement. Design Professional affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price.

C. Design Professional shall defend, indemnify and hold harmless City from and against all Claims arising out of or resulting from all acts or omissions in connection with this Agreement caused in whole or in part by Design Professional or Design Professional's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Design Professional is not obligated under this Section to indemnify City for the sole negligence of City.

- D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.
- E. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

#### **Sec. 2. Indemnification for Professional Negligence.**

Design Professional shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including court costs and reasonable attorneys' fees, to the extent caused by any negligent acts, errors, or omissions of the Design Professional, its officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents, in the performance of professional services under this Agreement. Design Professional is not obligated under this Section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

#### **Sec 3. Insurance.**

A. Design Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Design Professional shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Design Professional Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition or its equivalent

2. Worker's Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory Employers Liability

\$1,000,000 accident with limits of:

\$1,000,000 disease-policy limit

\$1,000,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Design Professional owns vehicles, coverage shall be provided on an "any auto" basis. If the Design Professional does not own any vehicles, coverage shall be provided on a "hired autos" and "nonowned autos" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance with limits Per Claim/Annual Aggregate of \$1,000,000.

5. If applicable, Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Design Professional in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. If applicable, Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Design Professional in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the

care, custody, or control of the Design Professional. If not covered under the Design Professional's liability policy, such "property" coverage of the Agency may be endorsed onto the Design Professional's Cyber Liability Policy as covered property.

If the Design Professional maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Design Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Design Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys' fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability

Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of subrogation against City and its agencies, officials, officers, and employees.

D. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

E. Design Professional's failure to maintain the required insurance coverage will not relieve Design Professional of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Design Professional shall give at least 30 days prior written notice to City. In the event of Design Professional's failure to maintain the required insurance in effect, City may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

F. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

#### **Sec. 4. Design Standards and Endorsement.**

A. Except as otherwise directed in writing by City, in the performance of services under this Agreement, Design Professional shall comply with all design standards required by federal, state, local laws or codes including but not limited to all applicable provisions of:

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;
2. the Clean Air Act(42 U.S.C. 7401 et seq. and the Clean Water Act (33 U.S.C. 1251 et seq.

3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and
4. Kansas City Code Sec. 3-71. LEED gold standard.

Design Professional shall notify and explain to City any applicable exceptions under these acts.

B. Design Professional shall use all design standards recognized and used in the industry in the performance of services under this agreement. Design Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Design Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

C. Design Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Design Professional or any subcontractor to Design Professional.

#### **Sec. 5. Copyright and Ownership of Documents.**

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional is obligated to disclose

shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Design Professional will be removed and the Design Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Design Professional will be removed.

#### **Sec. 6. Governing Law.**

This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Design Professional: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

#### **Sec. 7. Compliance with Laws.**

Design Professional shall comply with all federal, state and local laws, ordinances and

regulations applicable to the work and this Agreement. Design Professional shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

#### **Sec. 8. Termination for Convenience.**

A. City may, at any time upon ten (10) days notice to Design Professional specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Agreement is terminated prior to Design Professional's completion of services, all work or materials prepared or obtained by Design Professional pursuant to this Agreement shall become City's property.

C. If this Agreement is terminated prior to Design Professional's completion of the services to be performed hereunder, Design Professional shall return to City and sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

#### **Sec. 9. Default and Remedies.**

If Design Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or

invoke any other legal or equitable remedy after giving Design Professional notice and opportunity to correct such default or breach.

#### **Sec. 10. Waiver.**

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by Design Professional to which the same may apply and, until complete performance by Design Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

#### **Sec. 11. Acceptance.**

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

#### **Sec. 12. Modification.**

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

#### **Sec. 13. Headings; Construction of Agreement.**

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the

same as if such words had been fully and properly written in that number or gender.

#### **Sec. 14. Severability of Provisions.**

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

#### **Sec. 15. Records.**

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Design Professional shall maintain and retain all Record for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Design Professional shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Design Professional in connection with this Agreement shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department and the City department administering this Agreement within ten (10) days after the written request is made.

#### **Sec. 16. Tax Compliance.**

Design Professional shall provide proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a precondition to the City making the first payment under this Agreement or any Agreement renewal when the total Agreement amount exceeds \$160,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional also shall submit to the city proof of compliance with the City's tax ordinances administered by the City's commissioner of revenue as a condition precedent to the city making final payment under the Agreement.

#### **Sec. 17. Assignability and Subcontracting.**

(a) Assignability. Design Professional shall not assign or transfer any part or all of Design Professional's obligation or interest in this Contract without prior written approval of City. If Design Professional shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit Design Professional from subcontracting as otherwise provided for herein.

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If

Design Professional shall subcontract any part of Design Professional's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Design Professional of any of its responsibilities under the Contract, and Design Professional shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Design Professional, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

### **Sec. 18. Conflicts of Interest.**

Design Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Design Professional in this Agreement.

### **Sec. 19. Conflict of Interest - Certification.**

Design Professional certifies that Design Professional is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

### **Sec. 20. Buy American Preference.**

It is the policy of the city that any manufactured goods or commodities used or supplied in the performance of any city Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

### **Sec. 21. Independent Contractor.**

Design Professional is an independent contractor and is not City's agent. Design Professional has no authority to take any action or execute any documents on behalf of City.

### **Section 22. Employee Eligibility Verification.**

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S. C. § 1324a(h)(3). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/program/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/program/gc_1185221678150.shtm). For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior

to execution of the contract, or at any point during the term of the Contract if requested by City.

**Sec. 23. Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Design Professional an exemption.

**Sec. 24. Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

**Sec. 25. Title VI of the Civil Rights Act of 1964.** Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Design Professional shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

**Sec. 26. Non-Discrimination in**

**Employment.** Design Professional shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Design Professional shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

**Sec. 27. Ban the Box in Hiring and Promotion.** Pursuant to Section 38-104, City Code Ordinances, Design Professional shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recency and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

Notwithstanding, Design Professional may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

**Sec. 28. Affirmative Action.**

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Design Professional warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Design Professional shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. CONTRACTOR shall:

- a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Design Professional has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- b. Submit, in print or electronic format, a copy of Design Professional's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Design Professional does not possess a current certification of compliance, Design Professional shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

c. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

d. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Design Professional shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. This is a material term of this Contract.

The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Design Professional may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of the Contract.

**Sec. 29. Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the Services performed by Design Professional includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law

(Section 290.210, RSMo – 290.340, RSMo), Design Professional shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Design Professional shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Design Professional fails to notify the City.